

<i>SERFF Tracking Number:</i>	<i>ALSB-125634960</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Allstate Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>39119</i>
<i>Company Tracking Number:</i>	<i>LU10931</i>		
<i>TOI:</i>	<i>A05I Individual Annuities- Immediate Non-Variable</i>	<i>Sub-TOI:</i>	<i>A05I.000 Annuities - Immediate Non-variable</i>
<i>Product Name:</i>	<i>LU10931</i>		
<i>Project Name/Number:</i>	<i>LU10931/LU10931</i>		

Filing at a Glance

Company: Allstate Life Insurance Company		
Product Name: LU10931	SERFF Tr Num: ALSB-125634960	State: ArkansasLH
TOI: A05I Individual Annuities- Immediate Non-Variable	SERFF Status: Closed	State Tr Num: 39119
Sub-TOI: A05I.000 Annuities - Immediate Non-variable	Co Tr Num: LU10931	State Status: Approved-Closed
Filing Type: Form	Co Status:	Reviewer(s): Linda Bird
	Author: Elizabeth Vassallo	Disposition Date: 06/03/2008
	Date Submitted: 05/28/2008	Disposition Status: Approved
Implementation Date Requested: On Approval		Implementation Date:
State Filing Description:		

General Information

Project Name: LU10931	Status of Filing in Domicile: Pending
Project Number: LU10931	Date Approved in Domicile:
Requested Filing Mode: Review & Approval	Domicile Status Comments: Pending approval by state of domicile, Illinois
Explanation for Combination/Other:	Market Type: Individual
Submission Type: New Submission	Group Market Size:
Overall Rate Impact:	Group Market Type:
Filing Status Changed: 06/03/2008	
State Status Changed: 06/03/2008	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	
Description of Forms:	

Forms LU10931 and LU10936 are Single Premium Immediate Annuity contracts that will be issued to purchasers; they describe the contract owner's and Allstate's rights and obligations. The purchase premium provides the contract owner a

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<i>TOI:</i>	<i>A05I Individual Annuities- Immediate Non-Variable</i>	<i>Sub-TOI:</i>	<i>A05I.000 Annuities - Immediate Non-variable</i>
<i>Product Name:</i>	<i>LU10931</i>		
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benefit stream with options at issue between guaranteed and/or life contingent annuity payments and includes the following payout Plans:

- Period Certain Annuity
- Life Annuity
- Life Annuity with Certain Payments
- Life Annuity with Installment Refund
- Life Annuity with Modified Cash Refund
- Joint and (Contingent) Survivor Life Annuity
- Joint and Survivor Life Annuity with Certain Payments
- Joint and Survivor Life Annuity with Installment Refund
- Joint and Survivor Life Annuity with Modified Cash Refund

Annuity Data Pages DPA10931 and DPA10936 will be generated by computer and will accompany Contracts LU10931 and LU10936, respectively.

Form LU10933 is a Guaranteed Annuity Payment Liquidity Rider. This optional rider provides the owner, or subsequent beneficiaries upon the death of the owner, the ability to elect and receive the replacement value of future guaranteed annuity payments. This value is determined by the current replacement cost of the remaining benefits. A withdrawal will reduce the future guaranteed payments proportionately. There will be no access to the value of life contingent payments and therefore these will not be reduced. A withdrawal processing fee is assessed to amounts withdrawn under this rider and would be shown on the annuity data page.

Form LU10934 is a Modified Cash Refund Liquidity Rider. This optional rider, if selected, provides the owner access to their original purchase payment less benefits received or withdrawals made. A withdrawal will reduce all future payments proportionately. The owner may elect to exercise the benefits of this rider anytime after the 3rd anniversary through the last eligible date shown on the Annuity Data Page.

Form LU10932 is an Accelerated Payment Liquidity Rider. This optional rider provides the Owner, or subsequent Beneficiaries upon death of the Owner, the ability to accelerate up to the next 12 months of benefits and receive a lump sum equivalent to the discounted value. This feature may be elected up to two times throughout the life of the contract.

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<i>Company Tracking Number:</i>	<i>LU10931</i>		
<i>TOI:</i>	<i>A05I Individual Annuities- Immediate Non-Variable</i>	<i>Sub-TOI:</i>	<i>A05I.000 Annuities - Immediate Non-variable</i>
<i>Product Name:</i>	<i>LU10931</i>		
<i>Project Name/Number:</i>	<i>LU10931/LU10931</i>		

Applications FIC291A and FIC291B will be completed by customers who wish to enroll for coverage under the annuity Contracts LU10931 and LU10936 respectively.

General Use:

Form LU10935 is presented for approval on a General Use basis, to be used with all applicable Allstate Life Insurance Company annuity programs. This endorsement will be attached to applicable contract for the purpose of conforming to Section 72(s) of the Internal Revenue Code of 1986, as amended (the Code). That section prescribes required distribution rules after the death of the Holder of the contract. The contract is intended to qualify as an annuity contract for federal income tax purposes.

These forms have been generated by our home office computer system. These forms may also be generated using other hardware, which can result in changes in formatting (e.g., typeface, margins, page breaks), but the contents will remain unaffected.

Please note that some of the variable information on the pdfs of these forms was bracketed using Adobe Acrobat. Although the bracketing appears on the attached pdfs when viewed electronically, the bracketing may not appear on printed hard copies unless your printer is given special instructions to do so.

Company and Contact

Filing Contact Information

Elizabeth Vassallo,	evass@allstate.com
3100 Sanders Rd, Suite M2A	(847) 402-2355 [Phone]
Northbrook, IL 60062	(847) 326-5224[FAX]

Filing Company Information

Allstate Life Insurance Company	CoCode: 60186	State of Domicile: Illinois
3100 Sanders Road, Suite M2A	Group Code: 8	Company Type:
Northbrook, IL 60062	Group Name:	State ID Number:
(847) 402-8112 ext. [Phone]	FEIN Number: 36-2554642	

<i>SERFF Tracking Number:</i>	<i>ALSB-125634960</i>	<i>State:</i>	<i>Arkansas</i>
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<i>TOI:</i>	<i>A05I Individual Annuities- Immediate Non-Variable</i>	<i>Sub-TOI:</i>	<i>A05I.000 Annuities - Immediate Non-variable</i>
<i>Product Name:</i>	<i>LU10931</i>		
<i>Project Name/Number:</i>	<i>LU10931/LU10931</i>		

Filing Fees

Fee Required?	Yes
Fee Amount:	\$100.00
Retaliatory?	No
Fee Explanation:	2 policies x \$50/policy = \$100.00
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Allstate Life Insurance Company	\$100.00	05/28/2008	20543341

<i>SERFF Tracking Number:</i>	<i>ALSB-125634960</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Company Tracking Number:</i>	<i>LU10931</i>		
<i>TOI:</i>	<i>A05I Individual Annuities- Immediate Non-Variable</i>	<i>Sub-TOI:</i>	<i>A05I.000 Annuities - Immediate Non-variable</i>
<i>Product Name:</i>	<i>LU10931</i>		
<i>Project Name/Number:</i>	<i>LU10931/LU10931</i>		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	06/03/2008	06/03/2008

<i>SERFF Tracking Number:</i>	<i>ALSB-125634960</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Allstate Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>39119</i>
<i>Company Tracking Number:</i>	<i>LU10931</i>		
<i>TOI:</i>	<i>A05I Individual Annuities- Immediate Non-Variable</i>	<i>Sub-TOI:</i>	<i>A05I.000 Annuities - Immediate Non-variable</i>
<i>Product Name:</i>	<i>LU10931</i>		
<i>Project Name/Number:</i>	<i>LU10931/LU10931</i>		

Disposition

Disposition Date: 06/03/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	ALSB-125634960	State:	Arkansas
Filing Company:	Allstate Life Insurance Company	State Tracking Number:	39119
Company Tracking Number:	LU10931		
TOI:	A051 Individual Annuities- Immediate Non-Variable	Sub-TOI:	A051.000 Annuities - Immediate Non-variable
Product Name:	LU10931		
Project Name/Number:	LU10931/LU10931		

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Readability Certification		Yes
Supporting Document	Statements of Variability		Yes
Form	Contract		Yes
Form	Data Page		Yes
Form	Contract		Yes
Form	Data Page		Yes
Form	Application		Yes
Form	Application		Yes
Form	Rider		Yes
Form	Rider		Yes
Form	Rider		Yes
Form	Amendatory Endorsement		Yes

SERFF Tracking Number: ALSB-125634960 State: Arkansas

Filing Company: Allstate Life Insurance Company State Tracking Number: 39119

Company Tracking Number: LU10931

TOI: A05I Individual Annuities- Immediate Non-Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable

Product Name: LU10931

Project Name/Number: LU10931/LU10931

Form Schedule

Lead Form Number: LU10931

Review Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	LU10931	Policy/Cont Contract ract/Fratern al Certificate	Initial		51	LU10931 ALIC SPIA Contract.pdf
	DPA10931	Data/DeclarData Page ation Pages	Initial		0	DPA10931 ALIC SPIA Data Page.pdf
	LU10936	Policy/Cont Contract ract/Fratern al Certificate	Initial		51	LU10936 ALIC SPIA Contract.pdf
	DPA10936	Data/DeclarData Page ation Pages	Initial		0	DPA10936 ALIC SPIA Data Page.pdf
	FIC291A	Application/ Application Enrollment Form	Initial		52	FIC291A AR ALIC SPIA Application.pdf
	FIC291B	Application/ Application Enrollment Form	Initial		52	FIC291B AR ALIC SPIA Application.pdf
	LU10932	Policy/Cont Rider ract/Fratern al Certificate: Amendmen t, Insert Page,	Initial		50	LU10932 ALIC Accelerated Benefit Liquidity Rider.pdf

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Filing Company: Allstate Life Insurance Company State Tracking Number: 39119
Company Tracking Number: LU10931
TOI: A05I Individual Annuities- Immediate Non- Sub-TOI: A05I.000 Annuities - Immediate Non-variable
Variable
Product Name: LU10931
Project Name/Number: LU10931/LU10931

Endorsement or Rider				
LU10933	Policy/Cont Rider ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	50	LU10933 ALIC Guaranteed Payment Liquidity Rider.pdf
LU10934	Policy/Cont Rider ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	50	LU10934 ALIC Modified Cash Refund Liquidity Rider.pdf
LU10935	Policy/Cont Amendatory ract/Fratern Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	53	LU10935 ALIC SPIA 72_s_ Endorsement. pdf

Allstate Life Insurance Company

A Stock Company

Home Office Address: 3100 Sanders Road, Northbrook, IL 60062

Single Premium Immediate Annuity

This Contract is issued to the Owner(s) in consideration of the Purchase Payment. Allstate Life Insurance Company will pay the Annuity Payments of this Contract, subject to its terms and conditions.

Throughout this Contract, "you" and "your" refer to the Owner(s) of this Contract. "We", "us" and "our" refer to Allstate Life Insurance Company. "Code" refers to Internal Revenue Code of 1986, as amended.

Contract Summary

Allstate Life Insurance Company will make all Annuity Payments shown on the Annuity Data Page to the Owner, other designated Payee on behalf of the Owner, or surviving Beneficiary(ies).

- All Guaranteed Annuity Payment(s) will be paid on the specified Annuity Payment Due Date(s).
- All Life Contingent Annuity Payment(s) will be paid if and only if the Annuitant is alive on the specified Annuity Payment Due Date(s). Upon the death of the Last Surviving Annuitant, no future Annuity Payments, in part or whole, are provided under this Contract.

This Contract terminates when all Guaranteed Annuity Payments and Life Contingent Annuity Payments are paid as shown on the Annuity Data Page. Allstate Life Insurance Company reserves the right to recover any Annuity Payments made which were not due under this Contract.

This Contract does not pay dividends.

The tax status of this Contract as it applies to the Owner should be reviewed each year.

PLEASE READ YOUR CONTRACT CAREFULLY.

This is a legal Contract between the Owner(s) of this Contract and Allstate Life Insurance Company.

Trial Examination Period

If you are not satisfied with this Contract for any reason, you may cancel it by written notification within 20 days after you receive it, or longer if required by your state. We will refund to you, the Purchase Payment, less any Annuity Payments paid and any applicable withdrawals.



Secretary



President and Chief Executive Officer

Single Premium Immediate Annuity

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PERSONS INVOLVED

Owner The Owner, as identified on the Annuity Data Page, is the person or entity who owns the Contract, has paid the Purchase Payment, and who is entitled to exercise all rights and privileges provided in this Contract. The person(s) or entity named on the application is the Owner of this Contract unless subsequently changed. As Owner, you will receive all Annuity Payments, unless you have directed us to pay them to someone else. This Contract cannot be jointly owned by both a non-living person and a living person. If the Owner is a trust, the Owner will be considered a non-living person.

You may exercise all the rights stated in this Contract, subject to the rights of any irrevocable Beneficiary.

You may change the Owner(s) at any time by written request in a form satisfactory to us. Each change is subject to any Annuity Payment we make or other action we take before we accept it. If we accept a change, the change will take effect on the date the request is signed.

You may not assign any interest in this Contract as collateral or security for a loan. However, you may assign periodic income Annuity Payments under this Contract. We are bound by an assignment only if it is signed by you and filed with us at least 30 days prior to the Annuity Payment Due Date that you would like the assignment to be effective. We are not responsible for the validity of an assignment.

If more than one person is designated as Owner:

- Owner as used in this Contract refers to all people named as Owners, unless otherwise indicated;
- Any request to exercise ownership rights must be signed by all Owners;
- On the death of any person who is an Owner, the surviving person(s) named as Owner(s) will continue as Owner(s).
- Ownership will be that of joint ownership with rights of survivorship.

Annuitant The Annuitant is the person identified on the Annuity Data Page. If a Joint Annuitant is identified on the Annuity Data Page, the Joint Annuitant will become the Annuitant upon the death of the Annuitant as identified on the Annuity Data Page for the Joint and (Contingent) Survivor Life Annuity Payments only.

Beneficiary The two classes of Beneficiaries are Primary Beneficiaries and Contingent Beneficiaries. Primary Beneficiaries and Contingent Beneficiaries are individually and collectively referred to herein as "Beneficiaries."

The Primary Beneficiary is the person(s) named on the Annuity Data Page unless later changed by the Owner. The Primary Beneficiary is the Beneficiary(ies) who is first entitled to receive Annuity Payments under this Contract upon the death of the sole surviving Owner.

The Contingent Beneficiary is the person(s) named on the Annuity Data Page unless later changed by the Owner. The Contingent Beneficiary is entitled to receive Annuity Payments under the Contract upon the death of the sole surviving Owner, when all Primary Beneficiary(ies) predecease the sole surviving Owner.

You may change Beneficiaries at any time by written request in a timely manner, in a form satisfactory to us, unless you have designated an irrevocable Beneficiary. Once we accept a request, the change will take effect on the date you signed the request. Any change is subject to any Annuity Payment we make or other action we take before we accept the change.

If no named Beneficiary is living when the sole surviving Owner dies, or if a Beneficiary has not been named, the Beneficiary will be:

- i. Your spouse (or person of equivalent legal status based on applicable state law); or if he or she is no longer living,
- ii. Your surviving children equally; or if you have no surviving children,
- iii. Your estate.

For the purposes of this Contract, children are natural children and adopted children only.

Unless you have provided written directions to the contrary in a form satisfactory to us, the Beneficiaries will take equal shares. If there is more than one Beneficiary in a class and one of the Beneficiaries predeceases the Owner, the deceased Beneficiary's entire share will be divided among the remaining Beneficiaries in that class in proportion to the remaining Beneficiaries' original shares.

Any Annuity Payments due to the Beneficiary(ies) will be paid on their specified Annuity Payment Due Date(s), and will not be commuted or paid in a lump sum.

Survivor Clause

For purposes of this Contract, in determining whether a person has survived another person, the person who survives the other person by at least 24 hours will be deemed to be the surviving person. A person who has not survived the other person by at least 24 hours will be conclusively presumed to have predeceased the other person.

Joint Annuitant The Joint Annuitant is the person identified on the Annuity Data Page, if applicable. Upon the death of the Annuitant, the Joint Annuitant will become the Annuitant for the remaining Joint and (Contingent) Survivor Life Annuity Payments.

Last Surviving Annuitant The Last Surviving Annuitant is the Annuitant or Joint Annuitant who survives the other.

Payee The Payee is designated by the Owner as the person(s) or entity who will receive the Annuity Payments. The Payee's rights within this Contract are limited to what is authorized by the Owner. If a Payee is not designated or a designated Payee predeceases the Owner, the Owner will be the Payee.

PAYOUT PROVISIONS

Annuity Start Date This is the first day of the first Annuity Payment period selected.

Annuity Payments The series of payments made on a scheduled basis to you or your Payee as shown on the Annuity Data Page.

Annuity Payment Due Date The date the Annuity Payment(s) are scheduled to be paid as listed on the Annuity Data Page.

Guaranteed Annuity Payments Annuity Payments made during the Guaranteed Payment Period.

Guaranteed Payment Period The period of time, or certain period, over which Annuity Payments are guaranteed to be made without regard to an Annuitant's life.

Payout Terms and Conditions The Annuity Payments are subject to the following terms and conditions once the Contract is issued:

- A new Annuity Payment or Annuity Payment Option may not be added;
- Annuity Payments or withdrawals may not be reallocated to a different Annuity Payment Option;
- Neither the Annuity Payment nor the Annuity Payment Option can be changed;
- Withdrawals cannot be made; and
- Neither the Annuitant nor the Joint Annuitant may not be changed.

ANNUITY PAYMENT OPTIONS

Life Annuity We will make Annuity Payments for as long as the Annuitant lives. Upon the death of the Annuitant, no Annuity Payments, in part or in whole, are provided under this payment option.

Life Annuity with Period Certain Payments We will make Annuity Payments for as long as the Annuitant lives, or until the end of the Guaranteed Payment Period, if longer. Upon the death of the Annuitant and expiration of the Guaranteed Payment Period, no Annuity Payments, in part or in whole, are provided under this payment option.

Life Annuity with Installment Refund We will make Annuity Payments for as long as the Annuitant lives, or until the end of the Guaranteed Payment Period, if longer. The total amount of Annuity Payments made during the Guaranteed Payment Period will not be less than the Purchase Payment. Upon the death of the Annuitant and expiration of the Guaranteed Payment Period, no Annuity Payments, in part or in whole, are provided under this payment option.

Life Annuity with Modified Cash Refund We will make Annuity Payments for as long as the Annuitant lives. If the Annuitant dies before the total Annuity Payments, plus withdrawals, made are at least equal to the Purchase Payment, the remaining difference is paid as a lump sum.

Joint and (Contingent) Survivor Life Annuity We will make Annuity Payments, as described on the Annuity Data Page, for as long as either the Annuitant or Joint Annuitant lives. Upon the death of the Last Surviving Annuitant, no Annuity Payments, in part or in whole, are provided under this payment option.

Joint and (Contingent) Survivor Life Annuity with Period Certain Payments We will make Annuity Payments for as long as either the Annuitant or Joint Annuitant lives, or until the end of the Guaranteed Payment Period, if longer. Upon the death of the Last Surviving Annuitant and expiration of the Guaranteed Payment Period, no Annuity Payments, in part or in whole, are provided under this payment option.

Joint and (Contingent) Survivor Life Annuity with Installment Refund We will make Annuity Payments for as long as either the Annuitant or Joint Annuitant lives, or until the end of the Guaranteed Payment Period, if longer. The total amount of Annuity Payments made during the Guaranteed Payment Period will not be less than the Purchase Payment. Upon the death of the Last Surviving Annuitant and the expiration of the Guaranteed Payment Period, no Annuity Payments in part or in whole, are provided under this payment option.

Joint and (Contingent) Survivor Life Annuity with Modified Cash Refund We will make Annuity Payments for as long as either the Annuitant or Joint Annuitant lives. If the Last Surviving Annuitant dies before the total Annuity Payments, plus withdrawals, made are at least equal to the Purchase Payment, the remaining difference is paid as a lump sum.

Period Certain Annuity We will make period certain Annuity Payments for the Guaranteed Payment Period. These payments do not depend on an Annuitant's life.

We reserve the right to make available other Annuity Payment Options.

GENERAL PROVISIONS

The Entire Contract The entire contract consists of this Contract, any application, the annuity data page and any Contract endorsements and riders.

All statements made in applications are representations and not warranties. No statement will be used by us in defense of a claim or to void the Contract unless it is included in an application. If your Contract is voided, you will receive the Purchase Payment, less any Annuity Payments paid and withdrawals.

Unless otherwise specified, all references in this Contract to days, months, or years shall mean calendar days, months or years.

Only our officers are authorized to change the Contract or waive a right or requirement of the Contract. No other individual is authorized to do this.

We may not modify this Contract without your signed consent, except to make it comply with any changes in the Code or as required by any other applicable law, or as otherwise permitted by the terms of this Contract.

Incontestability This Contract will be incontestable after it has been in force during your lifetime for a period of two years from the Issue Date.

If your Contract is voided, you will receive the Purchase Payment less any Annuity Payments paid and withdrawals, plus any interest, if applicable, by state law.

Misstatement of Age or Sex If the Annuitant's or Joint Annuitant's age or sex shown on the application is misstated, we will pay the amounts which would have been paid at the correct age and sex.

If we find the misstatement of age or sex after the income Annuity Payments begin, we will:

- Pay all amounts underpaid including interest calculated at an effective annual rate according to applicable state law; or
- Stop Annuity Payments until the total Annuity Payments made are equal to the total amounts that would have been made if the correct age and sex had been used.

Proof of Death We must receive due proof of death, satisfactory to us, of an Owner or an Annuitant.

Proof of Survivorship We have the right to require proof that the Annuitant is alive before making each Annuity Payment. We also have the right to recover any Life Contingent Annuity Payments that we make after the Annuitant has died.

Purchase Payment The amount received in consideration for this Contract and is shown on the Annuity Data Page. We reserve the right to limit the amount of the Purchase Payment to an aggregate maximum of \$1,000,000, without our prior approval. No additional Purchase Payments may be made to the Contract at any time.

Taxes Applicable Taxes relating to this Contract may be deducted from the Purchase Payment when the tax is incurred or at a later time.

ANNUITY DATA PAGE

Contract Number: 444444444

Issue Date: November 15, 2008

Owner: John Doe

Joint Owner: John Doe

Annuitant: John Doe
Age at Issue: 35
Sex: Male

Joint Annuitant: John Doe
Age at Issue: 35
Sex: Male

Primary Beneficiary: Jane Doe
Relationship to Owner: Wife
Percentage: 100%

Contingent Beneficiary: Susan Doe
Relationship to Owner: Daughter
Percentage: 100%

Total Purchase Payment: \$100,000

Tax Qualification: IRA

Guaranteed Annuity Payment Liquidity Rider Withdrawal Processing Fee: 8%

SCHEDULE 1 OF ANNUITY PAYMENTS PERIOD CERTAIN ANNUITY

Purchase Payment \$10,000

First Annuity Payment Date: October 14, 2009

Last Annuity Payment Date: September 14, 2019

Certain Payments the First 120 Payments \$100.00 Monthly*

Fixed Annual Increase for Annuity Payments 3%

Accelerated Payment Liquidity Rider Yes/No

Guaranteed Annuity Payment Liquidity Rider Yes/No

Cost Basis at Issue: \$10,000

Exclusion Ratio: 82%

SCHEDULE 2 OF ANNUITY PAYMENTS
LIFE ANNUITY

Purchase Payment \$10,000

First Annuity Payment Date: October 14, 2009

Last Annuity Payment Date: The date of the last life contingent payment on or prior to the date of death of the Annuitant.

Life Contingent Annuity Payments If Annuitant Is Living \$100.00 Monthly*

Fixed Annual Increase for Annuity Payments3%

Accelerated Payment Liquidity Rider Yes/No

Cost Basis at Issue: \$10,000

Exclusion Ratio: 82%

SCHEDULE 3 OF ANNUITY PAYMENTS
LIFE ANNUITY WITH PERIOD CERTAIN PAYMENTS

Purchase Payment \$10,000

First Annuity Payment Date: October 14, 2009

Last Annuity Payment Date: The later of (1) September 15, 2013 or (2) the date of the last life contingent payment on or prior to the date of death of the Annuitant.

Certain Payments the First 120 Payments \$100.00 Monthly*

Life Contingent Annuity Payments If Annuitant Is Living After 120 Payments Have Been Made \$134.39 Monthly*

Fixed Annual Increase for Annuity Payments3%

Accelerated Payment Liquidity Rider Yes/No

Guaranteed Annuity Payment Liquidity Rider Yes/No

Cost Basis at Issue: \$10,000

Exclusion Ratio: 82%

**SCHEDULE [4] OF ANNUITY PAYMENTS
JOINT AND SURVIVOR LIFE ANNUITY**

Purchase Payment [\$10,000]

First Annuity Payment Date: [October 14, 2009]

Last Annuity Payment Date: The date of the last life contingent payment on
or prior to the date of death of the Last Surviving
Annuitant.

Life Contingent Annuity Payments If Both Annuitants Are Living [\$100.00 Monthly*]

Life Contingent Annuity Payments If Only One Annuitant Is Living Will Be Reduced To [50%]

[Fixed Annual Increase for Annuity Payments [.3%]

[Accelerated Payment Liquidity Rider [Yes/No]

Cost Basis at Issue: [\$10,000]

Exclusion Ratio: [82%]

**SCHEDULE [5] OF ANNUITY PAYMENTS
JOINT AND SURVIVOR LIFE ANNUITY WITH PERIOD CERTAIN PAYMENTS**

Purchase Payment [\$10,000]

First Annuity Payment Date: [October 14, 2009]

Last Annuity Payment Date: The later of (1) [September 15, 2013] or (2) the
date of the last life contingent payment on or prior to the date
of death of the Last Surviving Annuitant.

Certain Payments the First [120] Payments [\$100.00 Monthly*]

Life Contingent Annuity Payments If Both Annuitants
Are Living After [120] Payments Have Been Made [\$134.39 Monthly*]

Life Contingent Annuity Payments If Only One Annuitant
Is Living After [120] Payments Have Been Made Will Be Reduced To [50%]

[Fixed Annual Increase for Annuity Payments [.3%]

[Accelerated Payment Liquidity Rider [Yes/No]

[Guaranteed Annuity Payment Liquidity Rider [Yes/No]

Cost Basis at Issue: [\$10,000]

Exclusion Ratio: [82%]

**SCHEDULE 6 OF ANNUITY PAYMENTS
LIFE ANNUITY WITH MODIFIED CASH REFUND**

Purchase Payment \$10,000

First Annuity Payment Date: October 14, 2009

Last Annuity Payment Date: The date of the last life contingent payment on or prior to the date of death of the Annuitant.

Life Contingent Annuity Payments If The Annuitant Is Living \$100.00 Monthly*

Modified Cash Refund Upon death of the Annuitant, if the total Annuity Payments, plus withdrawals, made under this Schedule is less than this Schedule's Purchase Payment, the remaining difference will be paid as a lump sum benefit.

Fixed Annual Increase for Annuity Payments 3%

Accelerated Payment Liquidity Rider Yes/No

Modified Cash Refund Liquidity Rider Yes/No

Last eligible date to exercise the Modified Cash Refund Liquidity Rider..... November 14, 2015

Cost Basis at Issue: \$10,000

Exclusion Ratio: 82%

The amount available to you, under the Modified Cash Refund Liquidity Rider, depends on when you elect to exercise the rider. The table below lists the amounts available for the first withdrawal election.

Contract Month of Request	Withdrawal Amount Available	Contract Month of Request	Withdrawal Amount Available
36	Not Available	46	5,400.00
37	6,300.00	47	5,300.00
38	6,200.00	48	5,200.00
39	6,100.00	49	5,100.00
40	6,000.00	50	5,000.00
41	5,900.00	51	Not Available
42	5,800.00	52	Not Available
43	5,700.00	53	Not Available
44	5,600.00	54	Not Available
45	5,500.00	55	Not Available
41	5,900.00	56	Not Available
42	5,800.00	57	Not Available
43	5,700.00	58	Not Available
44	5,600.00	59	Not Available
45	5,500.00	60	Not Available

SCHEDULE 7 OF ANNUITY PAYMENTS
JOINT AND SURVIVOR LIFE ANNUITY WITH MODIFIED CASH REFUND

Purchase Payment \$10,000

First Annuity Payment Date: October 14, 2009

Last Annuity Payment Date: The date of the last life contingent payment on or prior to the date of death of the Last Surviving Annuitant.

Life Contingent Annuity Payments If Both Annuitants Are Living \$100.00 Monthly*

Life Contingent Annuity Payments If Only One Annuitant Is Living Will Be Reduced To 50%

Modified Cash Refund Upon death of the Last Surviving Annuitant, if the total Annuity Payments, plus withdrawals, made under this Schedule is less than this Schedule's Purchase Payment, the remaining difference will be paid as a lump sum benefit.

Fixed Annual Increase for Annuity Payments 3%

Accelerated Payment Liquidity Rider Yes/No

Modified Cash Refund Liquidity Rider Yes/No

Last eligible date to exercise the Modified Cash Refund Liquidity Rider November 14, 2015

Cost Basis at Issue: \$10,000

Exclusion Ratio: 82%

The amount available to you, under the Modified Cash Refund Liquidity Rider, depends on when you elect to exercise the rider. The table below lists the amounts available for the first withdrawal election.

Contract Month of Request	Withdrawal Amount Available	Contract Month of Request	Withdrawal Amount Available
36	Not Available	46	\$5,400.00
37	\$6,300.00	47	\$5,300.00
38	\$6,200.00	48	\$5,200.00
39	\$6,100.00	49	\$5,100.00
40	\$6,000.00	50	\$5,000.00
41	\$5,900.00	51	Not Available
42	\$5,800.00	52	Not Available
43	\$5,700.00	53	Not Available
44	\$5,600.00	54	Not Available
45	\$5,500.00	55	Not Available
41	\$5,900.00	56	Not Available
42	\$5,800.00	57	Not Available
43	\$5,700.00	58	Not Available
44	\$5,600.00	59	Not Available
45	\$5,500.00	60	Not Available

**SCHEDULE 8 OF ANNUITY PAYMENTS
LIFE ANNUITY WITH INSTALLMENT REFUND**

Purchase Payment \$10,000

First Annuity Payment Date: October 14, 2009

Last Annuity Payment Date: The later of (1) January 14, 2018 or (2) the date of the last life contingent payment on or prior to the date of death of the Annuitant

Certain Annuity Payments the First 100 Payments (guarantees \$10,000 in payments)..... \$100.00 Monthly*

Life Contingent Annuity Payments If The Annuitant Is Living After 100 Payments Have Been Made \$126.67 Monthly*

Fixed Annual Increase for Annuity Payments3%

Accelerated Payment Liquidity Rider Yes/No

Guaranteed Annuity Payment Liquidity Rider Yes/No

Cost Basis at Issue: \$10,000

Exclusion Ratio: 82%

**SCHEDULE 9 OF ANNUITY PAYMENTS
JOINT AND SURVIVOR LIFE ANNUITY WITH INSTALLMENT REFUND**

Purchase Payment \$10,000

First Annuity Payment Date: October 14, 2009

Last Annuity Payment Date: The later of (1) January 14, 2018 or (2) the date of the last life contingent payment on or prior to the date of death of the Last Surviving Annuitant.

Certain Annuity Payments the First 100 Payments (guarantees \$10,000 in payments)..... \$100.00 Monthly*

Life Contingent Annuity Payments If Both Annuitants Are Living After 100 Payments Have Been Made \$126.67 Monthly*

Life Contingent Annuity Payments If Only One Annuitant Is Living After 100 Payments Have Been Made Will Be Reduced To..... 50%

Fixed Annual Increase for Annuity Payments3%

Accelerated Payment Liquidity Rider Yes/No

Guaranteed Annuity Payment Liquidity Rider Yes/No

Cost Basis at Issue: \$10,000

Exclusion Ratio: 82%

**SCHEDULE 10 OF ANNUITY PAYMENTS
JOINT AND CONTINGENT SURVIVOR LIFE ANNUITY**

Purchase Payment \$10,000

First Annuity Payment Date: October 14, 2009

Last Annuity Payment Date: The date of the last life contingent payment on
or prior to the date of death of the Last Surviving Annuitant.

Life Contingent Annuity Payments If the Primary Annuitant Is Living \$100.00 Monthly*

Life Contingent Annuity Payments If Only the Joint Annuitant Is Living Will Be Reduced To 50%

Fixed Annual Increase for Annuity Payments 3%

Accelerated Payment Liquidity Rider Yes/No

Cost Basis at Issue: \$10,000

Exclusion Ratio: 82%

**SCHEDULE 11 OF ANNUITY PAYMENTS
JOINT AND CONTINGENT SURVIVOR LIFE ANNUITY WITH PERIOD CERTAIN PAYMENTS**

Purchase Payment \$10,000

First Annuity Payment Date: October 14, 2009

Last Annuity Payment Date: The later of (1) September 15, 2013 or (2) the
date of the last life contingent payment on or prior to the date
of death of the Last Surviving Annuitant.

Certain Payments the First 120 Payments \$100.00 Monthly*

Life Contingent Annuity Payments If the Primary Annuitant
Is Living After 120 Payments Have Been Made \$134.39 Monthly*

Life Contingent Annuity Payments If Only the Joint Annuitant
Is Living After 120 Payments Have Been Made Will Be Reduced To 50%

Fixed Annual Increase for Annuity Payments 3%

Accelerated Payment Liquidity Rider Yes/No

Guaranteed Annuity Payment Liquidity Rider Yes/No

Cost Basis at Issue: \$10,000

Exclusion Ratio: 82%

* Your Annuity Payment will be increased annually by the percentage listed under the Fixed Annual Increase for Annuity Payments.

Please see your Contract for more details.

If you have any questions about your Allstate Life Insurance Company annuity, please contact us at 1-800-755-5275.

Allstate Life Insurance Company

A Stock Company

Home Office Address: 3100 Sanders Road, Northbrook, IL 60062

Single Premium Immediate Annuity

This Contract is issued to the Owner(s) in consideration of the Purchase Payment. Allstate Life Insurance Company will pay the Annuity Payments of this Contract, subject to its terms and conditions.

Throughout this Contract, "you" and "your" refer to the Owner(s) of this Contract. "We", "us" and "our" refer to Allstate Life Insurance Company. "Code" refers to Internal Revenue Code of 1986, as amended.

Contract Summary

Allstate Life Insurance Company will make all Annuity Payments shown on the Annuity Data Page to the Owner, other designated Payee on behalf of the Owner, or surviving Beneficiary(ies).

- All Guaranteed Annuity Payment(s) will be paid on the specified Annuity Payment Due Date(s).
- All Life Contingent Annuity Payment(s) will be paid if and only if the Annuitant is alive on the specified Annuity Payment Due Date(s). Upon the death of the Last Surviving Annuitant, no future Annuity Payments, in part or whole, are provided under this Contract.

This Contract terminates when all Guaranteed Annuity Payments and Life Contingent Annuity Payments are paid as shown on the Annuity Data Page. Allstate Life Insurance Company reserves the right to recover any Annuity Payments made which were not due under this Contract.

This Contract does not pay dividends.

The tax status of this Contract as it applies to the Owner should be reviewed each year.

PLEASE READ YOUR CONTRACT CAREFULLY.

This is a legal Contract between the Owner(s) of this Contract and Allstate Life Insurance Company.

Trial Examination Period

If you are not satisfied with this Contract for any reason, you may cancel it by written notification within 20 days after you receive it, or longer if required by your state. We will refund to you, the Purchase Payment, less any Annuity Payments paid and any applicable withdrawals.



Secretary



President and Chief Executive Officer

Single Premium Immediate Annuity

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PERSONS INVOLVED

Owner The Owner, as identified on the Annuity Data Page, is the person or entity who owns the Contract, has paid the Purchase Payment, and who is entitled to exercise all rights and privileges provided in this Contract. The person(s) or entity named on the application is the Owner of this Contract unless subsequently changed. As Owner, you will receive all Annuity Payments, unless you have directed us to pay them to someone else. This Contract cannot be jointly owned by both a non-living person and a living person. If the Owner is a trust, the Owner will be considered a non-living person.

You may exercise all the rights stated in this Contract, subject to the rights of any irrevocable Beneficiary.

You may change the Owner(s) at any time by written request in a form satisfactory to us. Each change is subject to any Annuity Payment we make or other action we take before we accept it. If we accept a change, the change will take effect on the date the request is signed.

You may not assign any interest in this Contract as collateral or security for a loan. However, you may assign periodic income Annuity Payments under this Contract. We are bound by an assignment only if it is signed by you and filed with us at least 30 days prior to the Annuity Payment Due Date that you would like the assignment to be effective. We are not responsible for the validity of an assignment.

If more than one person is designated as Owner:

- Owner as used in this Contract refers to all people named as Owners, unless otherwise indicated;
- Any request to exercise ownership rights must be signed by all Owners;
- On the death of any person who is an Owner, the surviving person(s) named as Owner(s) will continue as Owner(s).
- Ownership will be that of joint ownership with rights of survivorship.

Annuitant The Annuitant is the person identified on the Annuity Data Page. If a Joint Annuitant is identified on the Annuity Data Page, the Joint Annuitant will become the Annuitant upon the death of the Annuitant as identified on the Annuity Data Page for the Joint and (Contingent) Survivor Life Annuity Payments only.

Beneficiary The two classes of Beneficiaries are Primary Beneficiaries and Contingent Beneficiaries. Primary Beneficiaries and Contingent Beneficiaries are individually and collectively referred to herein as "Beneficiaries."

The Primary Beneficiary is the person(s) named on the Annuity Data Page unless later changed by the Owner. The Primary Beneficiary is the Beneficiary(ies) who is first entitled to receive Annuity Payments under this Contract upon the death of the sole surviving Owner.

The Contingent Beneficiary is the person(s) named on the Annuity Data Page unless later changed by the Owner. The Contingent Beneficiary is entitled to receive Annuity Payments under the Contract upon the death of the sole surviving Owner, when all Primary Beneficiary(ies) predecease the sole surviving Owner.

You may change Beneficiaries at any time by written request in a timely manner, in a form satisfactory to us, unless you have designated an irrevocable Beneficiary. Once we accept a request, the change will take effect on the date you signed the request. Any change is subject to any Annuity Payment we make or other action we take before we accept the change.

If no named Beneficiary is living when the sole surviving Owner dies, or if a Beneficiary has not been named, the Beneficiary will be:

- i. Your spouse (or person of equivalent legal status based on applicable state law); or if he or she is no longer living,
- ii. Your surviving children equally; or if you have no surviving children,
- iii. Your estate.

For the purposes of this Contract, children are natural children and adopted children only.

Unless you have provided written directions to the contrary in a form satisfactory to us, the Beneficiaries will take equal shares. If there is more than one Beneficiary in a class and one of the Beneficiaries predeceases the Owner, the deceased Beneficiary's entire share will be divided among the remaining Beneficiaries in that class in proportion to the remaining Beneficiaries' original shares.

Any Annuity Payments due to the Beneficiary(ies) will be paid on their specified Annuity Payment Due Date(s), and will not be commuted or paid in a lump sum.

Survivor Clause

For purposes of this Contract, in determining whether a person has survived another person, the person who survives the other person by at least 24 hours will be deemed to be the surviving person. A person who has not survived the other person by at least 24 hours will be conclusively presumed to have predeceased the other person.

Joint Annuitant The Joint Annuitant is the person identified on the Annuity Data Page, if applicable. Upon the death of the Annuitant, the Joint Annuitant will become the Annuitant for the remaining Joint and (Contingent) Survivor Life Annuity Payments.

Last Surviving Annuitant The Last Surviving Annuitant is the Annuitant or Joint Annuitant who survives the other.

Payee The Payee is designated by the Owner as the person(s) or entity who will receive the Annuity Payments. The Payee's rights within this Contract are limited to what is authorized by the Owner. If a Payee is not designated or a designated Payee predeceases the Owner, the Owner will be the Payee.

PAYOUT PROVISIONS

Annuity Start Date This is the first day of the first Annuity Payment period selected.

Annuity Payments The series of payments made on a scheduled basis to you or your Payee as shown on the Annuity Data Page.

Annuity Payment Due Date The date the Annuity Payment(s) are scheduled to be paid as listed on the Annuity Data Page.

Guaranteed Annuity Payments Annuity Payments made during the Guaranteed Payment Period.

Guaranteed Payment Period The period of time, or certain period, over which Annuity Payments are guaranteed to be made without regard to an Annuitant's life.

Payout Terms and Conditions The Annuity Payments are subject to the following terms and conditions once the Contract is issued:

- A new Annuity Payment or Annuity Payment Option may not be added;
- Annuity Payments or withdrawals may not be reallocated to a different Annuity Payment Option;
- Neither the Annuity Payment nor the Annuity Payment Option can be changed;
- Withdrawals cannot be made; and
- Neither the Annuitant nor the Joint Annuitant may not be changed.

ANNUITY PAYMENT OPTIONS

Life Annuity We will make Annuity Payments for as long as the Annuitant lives. Upon the death of the Annuitant, no Annuity Payments, in part or in whole, are provided under this payment option.

Life Annuity with Period Certain Payments We will make Annuity Payments for as long as the Annuitant lives, or until the end of the Guaranteed Payment Period, if longer. Upon the death of the Annuitant and expiration of the Guaranteed Payment Period, no Annuity Payments, in part or in whole, are provided under this payment option.

Life Annuity with Installment Refund We will make Annuity Payments for as long as the Annuitant lives, or until the end of the Guaranteed Payment Period, if longer. The total amount of Annuity Payments made during the Guaranteed Payment Period will not be less than the Purchase Payment. Upon the death of the Annuitant and expiration of the Guaranteed Payment Period, no Annuity Payments, in part or in whole, are provided under this payment option.

Life Annuity with Modified Cash Refund We will make Annuity Payments for as long as the Annuitant lives. If the Annuitant dies before the total Annuity Payments, plus withdrawals, made are at least equal to the Purchase Payment, the remaining difference is paid as a lump sum.

Joint and (Contingent) Survivor Life Annuity We will make Annuity Payments, as described on the Annuity Data Page, for as long as either the Annuitant or Joint Annuitant lives. Upon the death of the Last Surviving Annuitant, no Annuity Payments, in part or in whole, are provided under this payment option.

Joint and (Contingent) Survivor Life Annuity with Period Certain Payments We will make Annuity Payments for as long as either the Annuitant or Joint Annuitant lives, or until the end of the Guaranteed Payment Period, if longer. Upon the death of the Last Surviving Annuitant and expiration of the Guaranteed Payment Period, no Annuity Payments, in part or in whole, are provided under this payment option.

Joint and (Contingent) Survivor Life Annuity with Installment Refund We will make Annuity Payments for as long as either the Annuitant or Joint Annuitant lives, or until the end of the Guaranteed Payment Period, if longer. The total amount of Annuity Payments made during the Guaranteed Payment Period will not be less than the Purchase Payment. Upon the death of the Last Surviving Annuitant and the expiration of the Guaranteed Payment Period, no Annuity Payments in part or in whole, are provided under this payment option.

Joint and (Contingent) Survivor Life Annuity with Modified Cash Refund We will make Annuity Payments for as long as either the Annuitant or Joint Annuitant lives. If the Last Surviving Annuitant dies before the total Annuity Payments, plus withdrawals, made are at least equal to the Purchase Payment, the remaining difference is paid as a lump sum.

Period Certain Annuity We will make period certain Annuity Payments for the Guaranteed Payment Period. These payments do not depend on an Annuitant's life.

We reserve the right to make available other Annuity Payment Options.

GENERAL PROVISIONS

The Entire Contract The entire contract consists of this Contract, any application, the annuity data page and any Contract endorsements and riders.

All statements made in applications are representations and not warranties. No statement will be used by us in defense of a claim or to void the Contract unless it is included in an application. If your Contract is voided, you will receive the Purchase Payment, less any Annuity Payments paid and withdrawals.

Unless otherwise specified, all references in this Contract to days, months, or years shall mean calendar days, months or years.

Only our officers are authorized to change the Contract or waive a right or requirement of the Contract. No other individual is authorized to do this.

We may not modify this Contract without your signed consent, except to make it comply with any changes in the Code or as required by any other applicable law, or as otherwise permitted by the terms of this Contract.

Incontestability This Contract will be incontestable after it has been in force during your lifetime for a period of two years from the Issue Date.

If your Contract is voided, you will receive the Purchase Payment less any Annuity Payments paid and withdrawals, plus any interest, if applicable, by state law.

Misstatement of Age or Sex If the Annuitant's or Joint Annuitant's age or sex shown on the application is misstated, we will pay the amounts which would have been paid at the correct age and sex.

If we find the misstatement of age or sex after the income Annuity Payments begin, we will:

- Pay all amounts underpaid including interest calculated at an effective annual rate according to applicable state law; or
- Stop Annuity Payments until the total Annuity Payments made are equal to the total amounts that would have been made if the correct age and sex had been used.

Proof of Death We must receive due proof of death, satisfactory to us, of an Owner or an Annuitant.

Proof of Survivorship We have the right to require proof that the Annuitant is alive before making each Annuity Payment. We also have the right to recover any Life Contingent Annuity Payments that we make after the Annuitant has died.

Purchase Payment The amount received in consideration for this Contract and is shown on the Annuity Data Page. We reserve the right to limit the amount of the Purchase Payment to an aggregate maximum of \$1,000,000, without our prior approval. No additional Purchase Payments may be made to the Contract at any time.

Taxes Applicable Taxes relating to this Contract may be deducted from the Purchase Payment when the tax is incurred or at a later time.

ANNUITY DATA PAGE

Contract Number: 444444444

Issue Date: November 15, 2008

Owner: John Doe

Joint Owner: John Doe

Annuitant: John Doe
Age at Issue: 35
Sex: Male

Joint Annuitant: John Doe
Age at Issue: 35
Sex: Male

Primary Beneficiary: Jane Doe
Relationship to Owner: Wife
Percentage: 100%

Contingent Beneficiary: Susan Doe
Relationship to Owner: Daughter
Percentage: 100%

Total Purchase Payment: \$100,000

Tax Qualification: IRA

Guaranteed Annuity Payment Liquidity Rider Withdrawal Processing Fee 8%

SCHEDULE 1 OF ANNUITY PAYMENTS PERIOD CERTAIN ANNUITY

Purchase Payment \$10,000

First Annuity Payment Date: October 14, 2009

Last Annuity Payment Date: September 14, 2019

Certain Payments the First 120 Payments \$100.00 Monthly*

Fixed Annual Increase for Annuity Payments 3%

Accelerated Payment Liquidity Rider Yes/No

Guaranteed Annuity Payment Liquidity Rider Yes/No

Cost Basis at Issue: \$10,000

Exclusion Ratio: 82%

SCHEDULE 2 OF ANNUITY PAYMENTS
LIFE ANNUITY

Purchase Payment \$10,000

First Annuity Payment Date: October 14, 2009

Last Annuity Payment Date: The date of the last life contingent payment on or prior to the date of death of the Annuitant.

Life Contingent Annuity Payments If Annuitant Is Living \$100.00 Monthly*

Fixed Annual Increase for Annuity Payments3%

Accelerated Payment Liquidity Rider Yes/No

Cost Basis at Issue: \$10,000

Exclusion Ratio: 82%

SCHEDULE 3 OF ANNUITY PAYMENTS
LIFE ANNUITY WITH PERIOD CERTAIN PAYMENTS

Purchase Payment \$10,000

First Annuity Payment Date: October 14, 2009

Last Annuity Payment Date: The later of (1) September 15, 2013 or (2) the date of the last life contingent payment on or prior to the date of death of the Annuitant.

Certain Payments the First 120 Payments \$100.00 Monthly*

Life Contingent Annuity Payments If Annuitant Is Living After 120 Payments Have Been Made \$134.39 Monthly*

Fixed Annual Increase for Annuity Payments3%

Accelerated Payment Liquidity Rider Yes/No

Guaranteed Annuity Payment Liquidity Rider Yes/No

Cost Basis at Issue: \$10,000

Exclusion Ratio: 82%

**SCHEDULE [4] OF ANNUITY PAYMENTS
JOINT AND SURVIVOR LIFE ANNUITY**

Purchase Payment [\$10,000]

First Annuity Payment Date: [October 14, 2009]

Last Annuity Payment Date: The date of the last life contingent payment on
or prior to the date of death of the Last Surviving
Annuitant.

Life Contingent Annuity Payments If Both Annuitants Are Living [\$100.00 Monthly*]

Life Contingent Annuity Payments If Only One Annuitant Is Living Will Be Reduced To [50%]

Fixed Annual Increase for Annuity Payments [.3%]

Accelerated Payment Liquidity Rider [Yes/No]

Cost Basis at Issue: [\$10,000]

Exclusion Ratio: [82%]

**SCHEDULE [5] OF ANNUITY PAYMENTS
JOINT AND SURVIVOR LIFE ANNUITY WITH PERIOD CERTAIN PAYMENTS**

Purchase Payment [\$10,000]

First Annuity Payment Date: [October 14, 2009]

Last Annuity Payment Date: The later of (1) [September 15, 2013] or (2) the
date of the last life contingent payment on or prior to the date
of death of the Last Surviving Annuitant.

Certain Payments the First [120] Payments [\$100.00 Monthly*]

Life Contingent Annuity Payments If Both Annuitants
Are Living After [120] Payments Have Been Made [\$134.39 Monthly*]

Life Contingent Annuity Payments If Only One Annuitant
Is Living After [120] Payments Have Been Made Will Be Reduced To [50%]

Fixed Annual Increase for Annuity Payments [.3%]

Accelerated Payment Liquidity Rider [Yes/No]

Guaranteed Annuity Payment Liquidity Rider [Yes/No]

Cost Basis at Issue: [\$10,000]

Exclusion Ratio: [82%]

**SCHEDULE 6 OF ANNUITY PAYMENTS
LIFE ANNUITY WITH MODIFIED CASH REFUND**

Purchase Payment \$10,000

First Annuity Payment Date: October 14, 2009

Last Annuity Payment Date: The date of the last life contingent payment on or prior to the date of death of the Annuitant.

Life Contingent Annuity Payments If The Annuitant Is Living \$100.00 Monthly*

Modified Cash Refund Upon death of the Annuitant, if the total Annuity Payments, plus withdrawals, made under this Schedule is less than this Schedule's Purchase Payment, the remaining difference will be paid as a lump sum benefit.

Fixed Annual Increase for Annuity Payments 3%

Accelerated Payment Liquidity Rider Yes/No

Modified Cash Refund Liquidity Rider Yes/No

Last eligible date to exercise the Modified Cash Refund Liquidity Rider..... November 14, 2015

Cost Basis at Issue: \$10,000

Exclusion Ratio: 82%

The amount available to you, under the Modified Cash Refund Liquidity Rider, depends on when you elect to exercise the rider. The table below lists the amounts available for the first withdrawal election.

Contract Month of Request	Withdrawal Amount Available	Contract Month of Request	Withdrawal Amount Available
36	Not Available	46	5,400.00
37	6,300.00	47	5,300.00
38	6,200.00	48	5,200.00
39	6,100.00	49	5,100.00
40	6,000.00	50	5,000.00
41	5,900.00	51	Not Available
42	5,800.00	52	Not Available
43	5,700.00	53	Not Available
44	5,600.00	54	Not Available
45	5,500.00	55	Not Available
41	5,900.00	56	Not Available
42	5,800.00	57	Not Available
43	5,700.00	58	Not Available
44	5,600.00	59	Not Available
45	5,500.00	60	Not Available

SCHEDULE 7 OF ANNUITY PAYMENTS
JOINT AND SURVIVOR LIFE ANNUITY WITH MODIFIED CASH REFUND

Purchase Payment \$10,000

First Annuity Payment Date: October 14, 2009

Last Annuity Payment Date: The date of the last life contingent payment on or prior to the date of death of the Last Surviving Annuitant.

Life Contingent Annuity Payments If Both Annuitants Are Living \$100.00 Monthly*

Life Contingent Annuity Payments If Only One Annuitant Is Living Will Be Reduced To 50%

Modified Cash Refund Upon death of the Last Surviving Annuitant, if the total Annuity Payments, plus withdrawals, made under this Schedule is less than this Schedule's Purchase Payment, the remaining difference will be paid as a lump sum benefit.

Fixed Annual Increase for Annuity Payments 3%

Accelerated Payment Liquidity Rider Yes/No

Modified Cash Refund Liquidity Rider Yes/No

Last eligible date to exercise the Modified Cash Refund Liquidity Rider November 14, 2015

Cost Basis at Issue: \$10,000

Exclusion Ratio: 82%

The amount available to you, under the Modified Cash Refund Liquidity Rider, depends on when you elect to exercise the rider. The table below lists the amounts available for the first withdrawal election.

Contract Month of Request	Withdrawal Amount Available	Contract Month of Request	Withdrawal Amount Available
36	Not Available	46	\$5,400.00
37	\$6,300.00	47	\$5,300.00
38	\$6,200.00	48	\$5,200.00
39	\$6,100.00	49	\$5,100.00
40	\$6,000.00	50	\$5,000.00
41	\$5,900.00	51	Not Available
42	\$5,800.00	52	Not Available
43	\$5,700.00	53	Not Available
44	\$5,600.00	54	Not Available
45	\$5,500.00	55	Not Available
41	\$5,900.00	56	Not Available
42	\$5,800.00	57	Not Available
43	\$5,700.00	58	Not Available
44	\$5,600.00	59	Not Available
45	\$5,500.00	60	Not Available

**SCHEDULE 8 OF ANNUITY PAYMENTS
LIFE ANNUITY WITH INSTALLMENT REFUND**

Purchase Payment \$10,000

First Annuity Payment Date: October 14, 2009

Last Annuity Payment Date: The later of (1) January 14, 2018 or (2) the date of the last life contingent payment on or prior to the date of death of the Annuitant

Certain Annuity Payments the First 100 Payments (guarantees \$10,000 in payments)..... \$100.00 Monthly*

Life Contingent Annuity Payments If The Annuitant Is Living After 100 Payments Have Been Made \$126.67 Monthly*

Fixed Annual Increase for Annuity Payments3%

Accelerated Payment Liquidity Rider Yes/No

Guaranteed Annuity Payment Liquidity Rider Yes/No

Cost Basis at Issue: \$10,000

Exclusion Ratio: 82%

**SCHEDULE 9 OF ANNUITY PAYMENTS
JOINT AND SURVIVOR LIFE ANNUITY WITH INSTALLMENT REFUND**

Purchase Payment \$10,000

First Annuity Payment Date: October 14, 2009

Last Annuity Payment Date: The later of (1) January 14, 2018 or (2) the date of the last life contingent payment on or prior to the date of death of the Last Surviving Annuitant.

Certain Annuity Payments the First 100 Payments (guarantees \$10,000 in payments)..... \$100.00 Monthly*

Life Contingent Annuity Payments If Both Annuitants Are Living After 100 Payments Have Been Made \$126.67 Monthly*

Life Contingent Annuity Payments If Only One Annuitant Is Living After 100 Payments Have Been Made Will Be Reduced To..... 50%

Fixed Annual Increase for Annuity Payments3%

Accelerated Payment Liquidity Rider Yes/No

Guaranteed Annuity Payment Liquidity Rider Yes/No

Cost Basis at Issue: \$10,000

Exclusion Ratio: 82%

**SCHEDULE 10 OF ANNUITY PAYMENTS
JOINT AND CONTINGENT SURVIVOR LIFE ANNUITY**

Purchase Payment \$10,000

First Annuity Payment Date: October 14, 2009

Last Annuity Payment Date: The date of the last life contingent payment on
or prior to the date of death of the Last Surviving Annuitant.

Life Contingent Annuity Payments If the Primary Annuitant Is Living \$100.00 Monthly*

Life Contingent Annuity Payments If Only the Joint Annuitant Is Living Will Be Reduced To 50%

Fixed Annual Increase for Annuity Payments 3%

Accelerated Payment Liquidity Rider Yes/No

Cost Basis at Issue: \$10,000

Exclusion Ratio: 82%

**SCHEDULE 11 OF ANNUITY PAYMENTS
JOINT AND CONTINGENT SURVIVOR LIFE ANNUITY WITH PERIOD CERTAIN PAYMENTS**

Purchase Payment \$10,000

First Annuity Payment Date: October 14, 2009

Last Annuity Payment Date: The later of (1) September 15, 2013 or (2) the
date of the last life contingent payment on or prior to the date
of death of the Last Surviving Annuitant.

Certain Payments the First 120 Payments \$100.00 Monthly*

Life Contingent Annuity Payments If the Primary Annuitant
Is Living After 120 Payments Have Been Made \$134.39 Monthly*

Life Contingent Annuity Payments If Only the Joint Annuitant
Is Living After 120 Payments Have Been Made Will Be Reduced To 50%

Fixed Annual Increase for Annuity Payments 3%

Accelerated Payment Liquidity Rider Yes/No

Guaranteed Annuity Payment Liquidity Rider Yes/No

Cost Basis at Issue: \$10,000

Exclusion Ratio: 82%

* Your Annuity Payment will be increased annually by the percentage listed under the Fixed Annual Increase for Annuity Payments.

Please see your Contract for more details.

If you have any questions about your Allstate Life Insurance Company annuity, please contact us at 1-800-755-5275.

APPLICATION FOR "MARKETING NAME"

SINGLE PREMIUM IMMEDIATE ANNUITY



Allstate
You're in good hands.

Issued by:

Allstate Life Insurance Company
Home Office: Northbrook, IL

Make Check Payable to:

Allstate Life Insurance Company
P.O. Box 80469, Lincoln, NE 68501-0469

FIC291A

For Applicants in Arizona: Upon your written request we will provide you, within a reasonable period of time, reasonable factual information concerning the benefits and provisions of the annuity contract. If for any reason you are not satisfied with this contract, you may return it within 30 days after it is delivered and receive a full refund of all monies paid.

1. OWNER(S):

If the Owner is a Trust or other non-living entity, it will receive any death benefit due regardless of any Beneficiaries designated on the Contract.

Name	Gender <input type="checkbox"/> M <input type="checkbox"/> F	Birthdate (MM/DD/YYYY)
Street Address	SSN/TIN	
City	State	Zip
Phone No.		

Name	Gender <input type="checkbox"/> M <input type="checkbox"/> F	Birthdate (MM/DD/YYYY)
Street Address	SSN/TIN	
City	State	Zip
Phone No.		

2. OWNER TYPE:

Non-natural Owners (except Grantor Trusts) generally do not receive tax deferral.

☐ Individual/Joint ☐ Non Grantor Trust^{1,3} ☐ Corporate/Association ☐ Tax Exempt/NonProfit Organization
☐ Minor (UTMA/UGMA) ☐ Partnership ☐ Grantor Trust^{1,2} ☐ Custodial Account
☐ Charitable Remainder Trust¹

¹Trustee Name _____ Date of Trust (MM/DD/YYYY) _____
²Grantor Name _____ ²Grantor Date of Birth (MM/DD/YYYY) _____
³ For Non Grantor Trusts, Trustee certifies that all trust Beneficiaries are natural persons. _____ (Trustee Initial Here)

3. ANNUITANT:

Leave blank if Annuitant is the same as sole Owner, otherwise complete.

Name	Gender <input type="checkbox"/> M <input type="checkbox"/> F	Birthdate (MM/DD/YYYY)
Street Address	SSN/TIN	
City	State	Zip
Relationship to Owner		

4. JOINT ANNUITANT:

Complete only if SPIA Joint Option is selected.

Name	Gender <input type="checkbox"/> M <input type="checkbox"/> F	Birthdate (MM/DD/YYYY)
Street Address	SSN/TIN	
City	State	Zip
Relationship to Annuitant		

5. BENEFICIARY(IES):

Include additional Beneficiary information under Special Instructions

Name	<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Birthdate (MM/DD/YYYY)	%
Street Address	SSN/TIN		
City	State	Zip	Relationship to Owner

Name	<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Birthdate (MM/DD/YYYY)	%
Street Address	SSN/TIN		
City	State	Zip	Relationship to Owner

6. CITIZENSHIP:

Non-resident alien Owners may be subject to a mandatory 30% Federal Withholding. An IRS form W8 is required prior to issue.

Are the following U.S. Citizens? (If no, complete this entire section.)

Owner(s): ☐ Yes ☐ No Annuitant(s): ☐ Yes ☐ No Beneficiary(ies): ☐ Yes ☐ No

Full Name _____ Party (e.g. "Owner") _____ Country of Citizenship _____

Permanent Resident Card No. _____ Visa No. and Type _____

(attach copy of card) (attach copy of Visa)

7. TAX QUALIFICATION STATUS OF ANNUITY APPLIED FOR:☐ Non-Qualified**Qualified:**

Payment Tax Year (if applicable) _____ Contribution Amount \$ _____

☐ Traditional IRA ☐ SEP IRA¹ ☐ Roth IRA² ☐ Custodial IRA³¹For SEP Only: ☐ Traditional IRA Contribution ☐ SEP IRA Contribution²Only regular Roth IRA contributions and transfer/rollovers from a Roth IRA or Designated Roth Account will be accepted.³Owner must be custodial entity other than individual Annuitant.**Custodial IRA:**

If this contract will be issued to custodian or trustee of an Individual Retirement Account under Internal Revenue Code ("Code") section 408(a) the custodian or trustee certifies that:

• The annuitant named in this application is the beneficial owner of the Individual Retirement Account referenced in Section 1 above and

(Check one) ☐ The custodian/trustee is a bank as defined by Code section 408(n); or☐ The custodian/trustee has received approval from the Internal Revenue Service to serve as a non-bank trustee or custodian.

If the individual signing this application is doing so on behalf of the Custodian/Trustee of the Annuitant's Individual Retirement Account, such individual certifies that he/she is authorized to act on behalf of the Custodian/Trustee.

8. TAX QUALIFICATION STATUS OF PREMIUM SOURCE:☐ Non-Qualified***Qualified:**☐ Traditional IRA ☐ SEP IRA ☐ SIMPLE IRA ☐ Keogh/401 Plan ☐ Custodial IRA ☐ TSA☐ Roth IRA ** ☐ 457 Plan ☐ 401(k)/403(b) Designated Roth Account** ☐ Other _____

* If indirect rollover, the owner has 60 days from the date they receive the funds to reinvest the funds.

**A Roth IRA or Designated Roth Account may only transfer/rollover to another Roth IRA

9. PURCHASE PAYMENT:

Cash with application: \$ _____

Approximate 1035 or transfer/rollover amount: \$ _____

Total initial amount: \$ _____

A. Source of Payment: ☐ Regular ☐ Transfer^{1,2} ☐ Rollover^{1,2} ☐ 1035 Exchange^{1,2}¹Origin of Payment: ☐ Fixed Annuity ☐ Variable Annuity ☐ Fixed Life ☐ Variable Life ☐ Non-Insurance Asset²Additional form required to request fundsB. Method of Payment: ☐ Personal Check ☐ Wire ☐ Cashier's Check ☐ Money Order ☐ Other _____**All checks must be payable to Allstate Life Insurance Company. Do not make checks payable to the agent.****10. PAYOUT OPTIONS: Must complete attached REQUIRED Federal Election Withholding Form.****Annuity Payment Options**:**☐ Period Certain for _____ Years ☐ Life Annuity*: _____ Period Certain Years ☐ Life with Modified Cash Refund*☐ Life with Installment Refund* ☐ Joint Life Annuity*: _____ Period Certain Years & _____ % to the Survivor

*Please provide copy of birth certificate or driver's license of Annuitant as evidence, if applying for life or joint life annuity.

**For qualified situations only: Not all payout plans offered will satisfy the required minimum distribution. Please consult your tax advisor prior to electing a payout plan.

Optional Riders:☐ Modified Cash Refund Liquidity Rider☐ Guaranteed Annuity Payment Liquidity Rider☐ Accelerated Death Benefit Liquidity Rider**Annuity Payment Information:**Payout Frequency: ☐ Monthly ☐ Quarterly ☐ Semi-Annual ☐ Annual

Annuity Payment Start Date (must be within 12 months of issue): _____

Person to Receive Annuity Payments:☐ Annuitant ☐ Joint Annuitant ☐ Owner ☐ To Fund Allstate Life Insurance Company Policy Number _____☐ Bank Account - **Complete & attach Electronic Funds Transfer Form** ☐ Other - Provide full name & address in Section 12

Is the Annuitant listed in this application also an Annuitant in an existing single premium immediate annuity issued by Allstate Life Insurance Company (or any of its affiliates*) or currently included as an Annuitant on another application for a single premium immediate annuity issued by Allstate Life Insurance Company (or any of its affiliates*)?

☐ Yes (If yes, subject to prior home office approval.) ☐ No

*Lincoln Benefit Life Company is an affiliate company of Allstate Life Insurance Company.

11. REPLACEMENT INFORMATION:

- A. Do you have any existing annuity or life insurance contracts? ☐ Yes ☐ No
- B. Has or will this annuity replace or change any annuity or life insurance (including borrowing)? ☐ Yes ☐ No
(If Yes, complete the following)
- Company _____ Policy No. _____ Insured/Annuitant _____
- Company _____ Policy No. _____ Insured/Annuitant _____

12. SPECIAL INSTRUCTIONS:

13. SIGNATURE(S): Owner(s) signature REQUIRED. If the Owner is a Trust, Custodian or other non-living entity, an authorized representative of that entity must sign as Owner.

I represent that the information provided in this application is complete and true to the best of my knowledge and belief. I have read the Important Information section and any applicable information for my state. I acknowledge for Tax Qualified Annuity contracts that all additional forms and disclosures will be sent directly to me.

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including U.S. resident alien).

The Internal Revenue Service does not require your consent to any provisions of this document other than the certification required to avoid backup withholding.

SIGN HERE

Owner Signature _____

Joint Owner Signature _____

Annuitant Signature _____

Joint Annuitant Signature _____

Signed at: City _____ State _____

Date (MM/DD/YYYY) _____

14. AGENT USE ONLY:

- A. To the best of your knowledge, does the customer have any existing annuity or life insurance contracts?
☐ Yes ☐ No
- B. To the best of your knowledge, has or will this annuity replace or change any annuity or life insurance (including borrowing)? ☐ Yes ☐ No

By my signature below, I certify that I have truly and accurately recorded on the application the information provided to me by the applicant.

SIGN HERE

Agent Name (Please Print) _____ Agent Signature _____ Branch _____

Phone No. _____ Fax No. _____ Soc. Sec. No./FP's No. _____

E-mail Address _____

IMPORTANT INFORMATION

FOR APPLICANTS IN ALL STATES: **IMPORTANT NOTICE REGARDING INTEREST RATES, APPLICABLE CREDIT ENHANCEMENTS AND OTHER PURCHASE INCENTIVES**

Allstate Life Insurance Company issues this annuity through various distribution outlets that may include other financial institutions and insurance agencies. The interest rates, applicable credit enhancements and other incentives that we offer for the purchase of this annuity may vary by distribution outlet.

FOR APPLICANTS IN THE STATES LISTED BELOW:

Arkansas, Kentucky, Louisiana, Maine, New Mexico, Ohio, and Pennsylvania: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

New Jersey: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

District of Columbia, Tennessee, Virginia and Washington: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

Puerto Rico: Any person who, knowingly and with the intent to defraud, presents false information in an insurance request form, or who presents, helps or has presented a fraudulent claim for the payment of a loss or other benefit, or presents more than one claim for the same damage or loss, will incur a felony, and upon conviction will be penalized for each violation with a fine no less than five thousand (5,000) dollars nor more than ten thousand (10,000) dollars, or imprisonment for a fixed term of three (3) years, or both penalties. If aggravated circumstances prevail, the fixed established imprisonment may be increased to a maximum of five (5) years; if attenuating circumstances prevail, it may be reduced to a minimum of two (2) years.

- Annuities and insurance products are not insured by the Federal Deposit Insurance Corporation (FDIC), Federal Reserve Board, National Credit Union Association (NCUA), National Credit Union Share Insurance Fund (NCUSIF), or any other agency of the United States, or the bank or credit union, or an affiliate of the bank or credit union.
- Annuities are not deposits or obligations of, or guaranteed by, any bank, affiliate of any bank or credit union.
- The financial institution does not guarantee performance by the insurer issuing the annuity.

LEAVE THIS PAGE WITH CUSTOMER

APPLICATION FOR "MARKETING NAME"

SINGLE PREMIUM IMMEDIATE ANNUITY



Allstate
You're in good hands.

Issued by:

Allstate Life Insurance Company
Home Office: Northbrook, IL

Make Check Payable to:

Allstate Life Insurance Company
P.O. Box 80469, Lincoln, NE 68501-0469

FIC291B

For Applicants in Arizona: Upon your written request we will provide you, within a reasonable period of time, reasonable factual information concerning the benefits and provisions of the annuity contract. If for any reason you are not satisfied with this contract, you may return it within 30 days after it is delivered and receive a full refund of all monies paid.

1. OWNER(S): If the Owner is a Trust or other non-living entity, it will receive any death benefit due regardless of any Beneficiaries designated on the Contract.

Name	Gender <input type="checkbox"/> M <input type="checkbox"/> F	Birthdate (MM/DD/YYYY)
Street Address	SSN/TIN	
City	State	Zip
Phone No.		

Name	Gender <input type="checkbox"/> M <input type="checkbox"/> F	Birthdate (MM/DD/YYYY)
Street Address	SSN/TIN	
City	State	Zip
Phone No.		

2. OWNER TYPE: Non-natural Owners (except Grantor Trusts) generally do not receive tax deferral.

☐ Individual/Joint ☐ Non Grantor Trust^{1,3} ☐ Corporate/Association ☐ Tax Exempt/NonProfit Organization
☐ Minor (UTMA/UGMA) ☐ Partnership ☐ Grantor Trust^{1,2} ☐ Custodial Account
☐ Charitable Remainder Trust¹

¹Trustee Name _____ Date of Trust (MM/DD/YYYY) _____
²Grantor Name _____ ²Grantor Date of Birth (MM/DD/YYYY) _____
³ For Non Grantor Trusts, Trustee certifies that all trust Beneficiaries are natural persons. _____ (Trustee Initial Here)

3. ANNUITANT: Leave blank if Annuitant is the same as sole Owner, otherwise complete.

Name	Gender <input type="checkbox"/> M <input type="checkbox"/> F	Birthdate (MM/DD/YYYY)
Street Address	SSN/TIN	
City	State	Zip
Relationship to Owner		

4. JOINT ANNUITANT: Complete only if SPIA Joint Option is selected.

Name	Gender <input type="checkbox"/> M <input type="checkbox"/> F	Birthdate (MM/DD/YYYY)
Street Address	SSN/TIN	
City	State	Zip
Relationship to Annuitant		

5. BENEFICIARY(IES): Include additional Beneficiary information under Special Instructions

Name	<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Birthdate (MM/DD/YYYY)	%
Street Address	SSN/TIN		
City	State	Zip	Relationship to Owner

Name	<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Birthdate (MM/DD/YYYY)	%
Street Address	SSN/TIN		
City	State	Zip	Relationship to Owner

6. CITIZENSHIP: Non-resident alien Owners may be subject to a mandatory 30% Federal Withholding. An IRS form W8 is required prior to issue.

Are the following U.S. Citizens? (If no, complete this entire section.)

Owner(s): ☐ Yes ☐ No Annuitant(s): ☐ Yes ☐ No Beneficiary(ies): ☐ Yes ☐ No

Full Name _____ Party (e.g. "Owner") _____ Country of Citizenship _____

Permanent Resident Card No. _____ Visa No. and Type _____

(attach copy of card) (attach copy of Visa)

7. TAX QUALIFICATION STATUS OF ANNUITY APPLIED FOR:☐ Non-Qualified**Qualified:**

Payment Tax Year (if applicable) _____ Contribution Amount \$ _____

☐ Traditional IRA ☐ SEP IRA¹ ☐ Roth IRA² ☐ Custodial IRA³¹For SEP Only: ☐ Traditional IRA Contribution ☐ SEP IRA Contribution²Only regular Roth IRA contributions and transfer/rollovers from a Roth IRA or Designated Roth Account will be accepted.³Owner must be custodial entity other than individual Annuitant.**Custodial IRA:**

If this contract will be issued to custodian or trustee of an Individual Retirement Account under Internal Revenue Code ("Code") section 408(a) the custodian or trustee certifies that:

• The annuitant named in this application is the beneficial owner of the Individual Retirement Account referenced in Section 1 above and

(Check one) ☐ The custodian/trustee is a bank as defined by Code section 408(n); or☐ The custodian/trustee has received approval from the Internal Revenue Service to serve as a non-bank trustee or custodian.

If the individual signing this application is doing so on behalf of the Custodian/Trustee of the Annuitant's Individual Retirement Account, such individual certifies that he/she is authorized to act on behalf of the Custodian/Trustee.

8. TAX QUALIFICATION STATUS OF PREMIUM SOURCE:☐ Non-Qualified***Qualified:**☐ Traditional IRA ☐ SEP IRA ☐ SIMPLE IRA ☐ Keogh/401 Plan ☐ Custodial IRA ☐ TSA☐ Roth IRA ** ☐ 457 Plan ☐ 401(k)/403(b) Designated Roth Account** ☐ Other _____

* If indirect rollover, the owner has 60 days from the date they receive the funds to reinvest the funds.

**A Roth IRA or Designated Roth Account may only transfer/rollover to another Roth IRA

9. PURCHASE PAYMENT:

Cash with application: \$ _____

Approximate 1035 or transfer/rollover amount: \$ _____

Total initial amount: \$ _____

A. Source of Payment: ☐ Regular ☐ Transfer^{1,2} ☐ Rollover^{1,2} ☐ 1035 Exchange^{1,2}¹Origin of Payment: ☐ Fixed Annuity ☐ Variable Annuity ☐ Fixed Life ☐ Variable Life ☐ Non-Insurance Asset²Additional form required to request fundsB. Method of Payment: ☐ Personal Check ☐ Wire ☐ Cashier's Check ☐ Money Order ☐ Other _____**All checks must be payable to Allstate Life Insurance Company. Do not make checks payable to the agent.****10. PAYOUT OPTIONS: Must complete attached REQUIRED Federal Election Withholding Form.****Annuity Payment Options**:**☐ Period Certain for _____ Years ☐ Life Annuity*: _____ Period Certain Years ☐ Life with Modified Cash Refund*☐ Life with Installment Refund* ☐ Joint Life Annuity*: _____ Period Certain Years & _____ % to the Survivor

*Please provide copy of birth certificate or driver's license of Annuitant as evidence, if applying for life or joint life annuity.

**For qualified situations only: Not all payout plans offered will satisfy the required minimum distribution. Please consult your tax advisor prior to electing a payout plan.

Optional Riders:☐ Modified Cash Refund Liquidity Rider☐ Guaranteed Annuity Payment Liquidity Rider☐ Accelerated Death Benefit Liquidity Rider**Annuity Payment Information:**Payout Frequency: ☐ Monthly ☐ Quarterly ☐ Semi-Annual ☐ Annual

Annuity Payment Start Date (must be within 12 months of issue): _____

Person to Receive Annuity Payments:☐ Annuitant ☐ Joint Annuitant ☐ Owner ☐ To Fund Allstate Life Insurance Company Policy Number _____☐ Bank Account - **Complete & attach Electronic Funds Transfer Form** ☐ Other - Provide full name & address in Section 12

Is the Annuitant listed in this application also an Annuitant in an existing single premium immediate annuity issued by Allstate Life Insurance Company (or any of its affiliates*) or currently included as an Annuitant on another application for a single premium immediate annuity issued by Allstate Life Insurance Company (or any of its affiliates*)?

☐ Yes (If yes, subject to prior home office approval.) ☐ No

*Lincoln Benefit Life Company is an affiliate company of Allstate Life Insurance Company.

11. REPLACEMENT INFORMATION:

A. Do you have any existing annuity or life insurance contracts? ☐ Yes ☐ No

B. Has or will this annuity replace or change any annuity or life insurance (including borrowing)? ☐ Yes ☐ No
(If Yes, complete the following)

Company _____ Policy No. _____ Insured/Annuitant _____

Company _____ Policy No. _____ Insured/Annuitant _____

12. SPECIAL INSTRUCTIONS:

13. SIGNATURE(S): Owner(s) signature REQUIRED. If the Owner is a Trust, Custodian or other non-living entity, an authorized representative of that entity must sign as Owner.

I represent that the information provided in this application is complete and true to the best of my knowledge and belief. I have read the Important Information section and any applicable information for my state. I acknowledge for Tax Qualified Annuity contracts that all additional forms and disclosures will be sent directly to me.

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including U.S. resident alien).

The Internal Revenue Service does not require your consent to any provisions of this document other than the certification required to avoid backup withholding.

SIGN HERE

Owner Signature _____

Joint Owner Signature _____

Annuitant Signature _____

Joint Annuitant Signature _____

Signed at: City _____ State _____

Date (MM/DD/YYYY) _____

14. AGENT USE ONLY:

- A. To the best of your knowledge, does the customer have any existing annuity or life insurance contracts?
☐ Yes ☐ No
- B. To the best of your knowledge, has or will this annuity replace or change any annuity or life insurance (including borrowing)? ☐ Yes ☐ No

By my signature below, I certify that I have truly and accurately recorded on the application the information provided to me by the applicant.

SIGN HERE

Agent Name (Please Print) _____ Agent Signature _____ Branch _____

Phone No. _____ Fax No. _____ Soc. Sec. No./FP's No. _____

E-mail Address _____

IMPORTANT INFORMATION

FOR APPLICANTS IN ALL STATES: **IMPORTANT NOTICE REGARDING INTEREST RATES, APPLICABLE CREDIT ENHANCEMENTS AND OTHER PURCHASE INCENTIVES**

Allstate Life Insurance Company issues this annuity through various distribution outlets that may include other financial institutions and insurance agencies. The interest rates, applicable credit enhancements and other incentives that we offer for the purchase of this annuity may vary by distribution outlet.

FOR APPLICANTS IN THE STATES LISTED BELOW:

Arkansas, Kentucky, Louisiana, Maine, New Mexico, Ohio, and Pennsylvania: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

New Jersey: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

District of Columbia, Tennessee, Virginia and Washington: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

Puerto Rico: Any person who, knowingly and with the intent to defraud, presents false information in an insurance request form, or who presents, helps or has presented a fraudulent claim for the payment of a loss or other benefit, or presents more than one claim for the same damage or loss, will incur a felony, and upon conviction will be penalized for each violation with a fine no less than five thousand (5,000) dollars nor more than ten thousand (10,000) dollars, or imprisonment for a fixed term of three (3) years, or both penalties. If aggravated circumstances prevail, the fixed established imprisonment may be increased to a maximum of five (5) years; if attenuating circumstances prevail, it may be reduced to a minimum of two (2) years.

- Annuities and insurance products are not insured by the Federal Deposit Insurance Corporation (FDIC), Federal Reserve Board, National Credit Union Association (NCUA), National Credit Union Share Insurance Fund (NCUSIF), or any other agency of the United States, or the bank or credit union, or an affiliate of the bank or credit union.
- Annuities are not deposits or obligations of, or guaranteed by, any bank, affiliate of any bank or credit union.
- The financial institution does not guarantee performance by the insurer issuing the annuity.

LEAVE THIS PAGE WITH CUSTOMER

ALLSTATE LIFE INSURANCE COMPANY

(herein called "we" or "us")

Accelerated Payment Liquidity Rider

This rider is attached to your Contract as an additional benefit. All rider terms will have the same meaning as under the Contract. If the rights under this rider are exercised, the future Annuity Payments provided under your Contract will be modified as described below.

This rider provides the Owner, or subsequent Beneficiaries upon death of the Owner, with the ability to elect and receive a lump sum payment in exchange for the eligible Annuity Payments scheduled within the next 12 months discounted at 6%. This feature may be elected up to two times throughout the life of the contract. The first acceleration of Annuity Payments may be taken anytime after the first Contract Anniversary, and the second acceleration may be taken after 12 months of scheduled Annuity Payments resume or later.

The Owner must provide us with a written request stating:

- You have elected to exercise the Accelerated Payment Liquidity Rider,
- The number of payments, within the next 12 months, you would like to accelerate and which Schedule of Annuity Payment(s) you are accelerating,
- Your signature along with any other party who has rights to the Annuity Payments including Joint Owner(s) and irrevocable Beneficiaries, and
- Any other information required by us.

Upon receipt of a signed request acceptable to us, we will stop the scheduled Annuity Payments that are being accelerated and issue the lump sum payment to the Payee within 30 days of the request. Annuity Payments will resume with the next regularly scheduled payment following the acceleration period.

Termination of this Rider This rider will terminate with the termination of the Contract or after the second election, whichever comes first.

Except as amended in this rider, the Contract remains unchanged.

If you have any questions about this rider, please contact us at 1-800-755-5275.



Secretary



President and Chief Executive Officer

ALLSTATE LIFE INSURANCE COMPANY

(herein called "we" or "us")

Guaranteed Annuity Payment Liquidity Rider

This rider is attached to your Contract as an additional benefit. If the rights under this rider are exercised, the future Guaranteed Annuity Payments provided under your Contract will be reduced. All rider terms will have the same meaning as under the Contract. The following describes the benefit this rider provides:

This rider provides the Owner, or subsequent Beneficiaries upon death of the Owner, with the ability to elect and receive all or part of the value of remaining Guaranteed Annuity Payments in the form of a lump sum payment.

The Owner must provide us with a written request stating:

- You have elected to exercise the Guaranteed Annuity Payment Liquidity Rider and which Schedule of Annuity Payment(s) you are selecting to use this rider with,
- The percentage or the specified dollar amount, up to **100%** of future Guaranteed Annuity Payments to be withdrawn,
- Your signature along with any other party who has rights to the Annuity Payments including Joint Owner(s) and irrevocable Beneficiaries, and
- Any other information required by us.

This Rider may be exercised at any time subject to the following:

- Minimum withdrawal amount of **\$2,500** unless electing **100%** of remaining Guaranteed Annuity Payments
- If selecting to receive part of the remaining Guaranteed Annuity Payments, the post withdrawal minimum Annuity Payments must be at least **\$100** per payment for each payee, and
- Not within **12** months after an election to exercise the Accelerated Benefit Liquidity Rider, if included in your Contract.

We will provide you a lump sum payment in exchange for the requested percentage of Guaranteed Payments being withdrawn. The lump sum will equal the cost to replace the Guaranteed Annuity Payments using the current cost to purchase a new Allstate Life Insurance Company Single Premium Immediate Annuity as of the processing date, less the withdrawal processing charge listed on the Annuity Data Page, but never less than the guaranteed amount listed on the Annuity Data Page. All future Guaranteed Annuity Payments will be reduced by the percentage you elect to withdraw. If a specified dollar amount is requested then the percentage will be based on the ratio of dollars withdrawn to the total amount available under this rider.

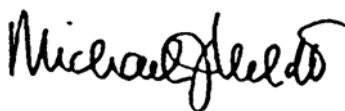
Upon receipt of a signed request acceptable to us, we will process the withdrawal and issue the lump sum payment to the Payee within **30** days.

This rider does not impact any Life Contingent Annuity Payments.

Termination of this Rider This rider will terminate when all Guaranteed Annuity Payments have been paid or withdrawn.

Except as amended in this rider, the Contract remains unchanged.

If you have any questions about this rider, please contact us at 1-800-755-5275.



Secretary

LU10933



President and Chief Executive Officer

ALLSTATE LIFE INSURANCE COMPANY

(herein called "we" or "us")

Modified Cash Refund Liquidity Rider

This rider is attached to your Contract as an additional benefit. All rider terms will have the same meaning as under the Contract. If the rights under this rider are exercised, the future Annuity Payments provided under your Contract will be modified as described below.

You may elect to exercise this rider anytime after your 3rd contract anniversary through the last eligible date on the Annuity Data Page. This rider provides the Owner with the option to elect and receive a lump sum payment for up to 100% of the Purchase Payment less any Annuity Payments and withdrawals received to date. Future Annuity Payments will be reduced by the proportion of the lump sum payment relative to the total amount available under this rider.

To exercise this rider the Owner must provide us with a written request stating:

- You have elected to exercise the Modified Cash Refund Liquidity Rider,
- The desired withdrawal amount and which Schedule of Annuity Payment(s) you are selecting to use this rider with,
- Your signature along with any other party who has rights to the Annuity Payments including Joint Owner(s), and
- Any other information required by us.

This rider may be elected at any time subject to the following:

- Minimum withdrawal amount of \$2,500 unless electing a 100% withdrawal
- If selecting to receive a partial withdrawal, the post withdrawal minimum Annuity Payments must be at least \$100 per payment for each Payee, and
- Not within 12 months after an election to exercise the Accelerated Benefit Liquidity Rider, if included in your Contract.

Upon receipt of a signed request acceptable to us, we will process the withdrawal and issue the lump sum payment to the Payee within 30 days.

Termination of this Rider This rider will terminate with the termination of the Contract or after total Annuity Payments plus withdrawals taken exceed the initial Purchase Payment.

Except as amended in this rider, the Contract remains unchanged.

If you have any questions about this rider, please contact us at 1-800-755-5275.



Secretary



President and Chief Executive Officer

ALLSTATE LIFE INSURANCE COMPANY

Amendatory Endorsement for Required Distributions under Code Section 72(s)

This endorsement is attached to the contract for the purpose of conforming to Section 72(s) of the Internal Revenue Code of 1986, as amended (the "Code"). That section requires distributions to be made after the death of the Holder of the contract. The contract is intended to qualify as an annuity contract for federal income tax purposes. The provisions of this contract are to be interpreted to ensure or maintain such tax qualification, notwithstanding any other provisions to the contrary. The Company reserves the right to amend this contract to reflect any clarifications that may be needed or are appropriate to maintain such tax qualification or to conform this Contract to any applicable changes in the tax qualification requirements. The terms of this endorsement may modify the payments shown on the Annuity Data Page in order to comply with Section 72(s) of the Code.

Definitions

Holder - If the Owner is a living person, the Holder is the Owner. If the Owner is a non-living person, the Holder is the Annuitant as identified in the Annuity Data Page section. Upon the death of the Holder, if the Recipient is the surviving spouse of the Holder, the surviving spouse becomes the Holder.

Recipient – The entity or individual entitled to the Remaining Payments pursuant to the contract.

Annuity Start Date – This is the first day of the first Annuity Payment period selected, as defined in Section 72(c)(4) of the Code.

Remaining Payments - The payments shown on the Annuity Data Page remaining upon death of the Holder.

Distributions

If the Holder dies on or after the Annuity Start Date, and the stream of payments is an amount received as an annuity pursuant to Section 72(a) of the Code, Remaining Payments will continue to the Recipient at least as rapidly as scheduled.

If the Holder dies before the Annuity Start Date and the sole Recipient is the spouse of the Holder, no change in the Remaining Payments is required.

If the Holder dies before the Annuity Start Date and there are multiple Recipients or a non-spousal Recipient, then the Remaining Payments will continue as follows:

1. If all the Remaining Payments will be paid within five years of the Holder's death, then the Remaining Payments will continue to the Recipient without modifications.
2. If any of the Remaining Payments would continue beyond the five years from the Holder's death, the Remaining Payments may be modified to be compliant with Section 72(s) of the Code. The Company may commute and pay a lump sum upon notification of death unless another payment schedule that is compliant with Section 72(s) of the Code is mutually agreed upon between the Company and Recipient.

Except as amended in this endorsement, the Contract remains unchanged.

If you have any questions about this endorsement, please contact us at 1-800-755-5275.



Secretary



President and Chief Executive Officer

<i>SERFF Tracking Number:</i>	<i>ALSB-125634960</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Allstate Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>39119</i>
<i>Company Tracking Number:</i>	<i>LU10931</i>		
<i>TOI:</i>	<i>A05I Individual Annuities- Immediate Non-Variable</i>	<i>Sub-TOI:</i>	<i>A05I.000 Annuities - Immediate Non-variable</i>
<i>Product Name:</i>	<i>LU10931</i>		
<i>Project Name/Number:</i>	<i>LU10931/LU10931</i>		

Rate Information

Rate data does NOT apply to filing.

<i>SERFF Tracking Number:</i>	<i>ALSB-125634960</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Allstate Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>39119</i>
<i>Company Tracking Number:</i>	<i>LU10931</i>		
<i>TOI:</i>	<i>A05I Individual Annuities- Immediate Non-Variable</i>	<i>Sub-TOI:</i>	<i>A05I.000 Annuities - Immediate Non-variable</i>
<i>Product Name:</i>	<i>LU10931</i>		
<i>Project Name/Number:</i>	<i>LU10931/LU10931</i>		

Supporting Document Schedules

	Review Status:	
Satisfied -Name:	Certification/Notice	05/05/2008
Comments:		
Attachment:		
AR cert of comp.pdf		

	Review Status:	
Bypassed -Name:	Application	05/05/2008
Bypass Reason:	Application is attached to the Form Schedule Tab.	
Comments:		

	Review Status:	
Satisfied -Name:	Life & Annuity - Acturial Memo	05/05/2008
Comments:		
Attachment:		
ALIC Actuarial Memo CW.pdf		

	Review Status:	
Satisfied -Name:	Readability Certification	05/28/2008
Comments:		
Attachment:		
ALIC Readability CW.pdf		

	Review Status:	
Satisfied -Name:	Statements of Variability	05/28/2008
Comments:		
Attachments:		
ALIC 72s Endorsement CW.pdf		
ALIC APLR CW.pdf		
ALIC Application SOV CW.pdf		
ALIC CW Data Page SPIA.pdf		

<i>SERFF Tracking Number:</i>	<i>ALSB-125634960</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Allstate Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>39119</i>
<i>Company Tracking Number:</i>	<i>LU10931</i>		
<i>TOI:</i>	<i>A05I Individual Annuities- Immediate Non-Variable</i>	<i>Sub-TOI:</i>	<i>A05I.000 Annuities - Immediate Non-variable</i>
<i>Product Name:</i>	<i>LU10931</i>		
<i>Project Name/Number:</i>	<i>LU10931/LU10931</i>		

ALIC GAPLR CW.pdf
ALIC MCRLR CW.pdf
ALIC SPIA CW contracts.pdf

STATE OF ARKANSAS
CERTIFICATION OF COMPLIANCE

I hereby certify that to the best of my knowledge and belief this submission complies with Ark. Code Ann. 23-79-138, Regulation 49, and Regulation 33.

May 28, 2008

Date

Signature of Officer

Karen Burckhardt

Name

Assistant Vice President

Title and/or Business Affiliation

ALLSTATE LIFE INSURANCE COMPANY

**ACTUARIAL MEMORANDUM FOR SINGLE PREMIUM IMMEDIATE
ANNUITY CONTRACT**

Form No.: LU10931 Series, LU10936 Series, LU10932, LU10933, and LU10934

Description of Benefit:

The Single Premium Immediate Annuity contract provides a stream of guaranteed and/or life contingent annuity payments and include the following Payout Options:

- Period Certain
- Life with Period Certain
- Life with Installment Refund
- Life with Cash Refund
- Joint and Survivor
- Joint and Survivor with Period Certain
- Joint and Survivor with Installment Refund
- Joint and Survivor with Cash Refund

Payout Options with life contingent payments are limited to issue ages 0-99.

The contract will permits additional access to the value of future payments when any of three liquidity riders are added at issue. The stream of annuity payments for this contract may vary on a non-discriminatory basis based on the issue date of the contract. The level of annuity payments may be based on purchase payment, issue age, gender, payout option and optional riders. The policyholder will have the ability to choose payment frequency (monthly, quarterly, annually)

Nonforfeiture Laws do not apply to Single Premium Immediate Annuities

Under the *Guaranteed Annuity Payment Liquidity Rider*, the owner may elect to withdraw up to the replacement value of remaining future guaranteed payments. This value is determined by the current cost of the remaining benefits at the time of withdrawal. Withdrawals are limited to the amount that would leave remaining income payments of \$100. The minimum withdrawal amount is the lesser of \$2500 or a full withdrawal. There is no limit to the number of withdrawals as long as future guaranteed payments remain. A withdrawal will reduce the future guaranteed payments proportionately. There will be no access to the value of Life contingent payments and therefore these will not be reduced. A Withdrawal processing fee of [8%/disclosed at issue] is assessed to amounts withdrawn under this rider.

The formula used to determine the new guaranteed payment level after a withdrawal is:

New Guaranteed Payment level = Current Guaranteed Payment level * (1- (Withdrawal Amount/Withdrawal Amount Available))

Where

Withdrawal Amount Available = Replacement Value of the Remaining Benefits at current rates

This rider is available on Period Certain, Life Annuity with Period Certain, Life Annuity with Installment Refund, Joint Life Annuity with Period Certain, and Joint Life with Installment Refund. The cost for this rider may vary based the issue date of the contract. The cost may be based on issue age, gender and payout type. This rider may only be added at issue.

Under the *Modified Cash Refund Liquidity Rider*, the owner may elect to withdraw up to the Purchase Payment less benefits received or withdrawals made. Withdrawals are limited to the amount that would leave remaining income payments of \$100. The minimum withdrawal amount is the lesser of \$2500 or a full withdrawal. Withdrawals can be made after a [36] month waiting period and up until the policyholder's benefit payments, using the schedule of benefits at issue, are greater than half of the Purchase Payment (shown on data page). Full withdrawals can be made. There is no limit to the number of withdrawals as long as the full Purchase payment has not been withdrawn and it is still in the electable time period described above. A withdrawal will reduce all future payments proportionately.

The formula used to determine the new benefit level after a withdrawal is:

New Benefit level = Current Benefit level * (1 - (Withdrawal Amount/Withdrawal Amount Available))

Where

Withdrawal Amount Available = Purchase Payment – Sum of Benefits Receive (including any accelerated benefits) – Sum of Withdrawals

This rider is only available on Modified Cash Refund payout options. The cost, if any, may vary by age and sex. It may automatically be selected for anyone who chooses the Modified Cash Refund payout option when there is no cost.

Under the *Accelerate Benefit Liquidity Rider*, the owner may elect to receive a lump sum of up to the next 12 months of future benefits discounted at [6%/disclosed at issue]. No payments will be made on the scheduled dates for those payments that were accelerated. The owner may elect this rider up to 2 times during the life of the contract. An election can only occur if the previous 12 months of non-accelerated benefits were received as scheduled.

The cost for this rider may vary on a non-discriminatory basis based on the issue date of the contract. The cost may be based on issue age, gender and payout type. This rider may only be added at issue.

Joel Cohn, FSA, MAAA, CFA
Sr. Actuary, Director

ALLSTATE LIFE INSURANCE COMPANY READABILITY CERTIFICATION

I hereby certify the accuracy of the Flesch reading ease test score for the following policy forms.
These forms are at least ten (10) point type, two (2) point leaded.

TITLE	FORM NUMBER	FLESH SCORE
Single Premium Immediate Annuity Contract	LU10931	51.0
Single Premium Immediate Annuity Contract	LU10936	51.0
Accelerated Payment Liquidity Rider	LU10932	50.4
Guaranteed Annuity Payment Liquidity Rider	LU10933	50.5
Modified Cash Refund Liquidity Rider	LU10934	50.1
Amendatory Endorsement for Required Distributions	LU10935	52.6
Application	FIC291A	52.2
Application	FIC291B	52.2

Karen Burckhardt

Assistant Vice President
Title

May 12, 2008
Date

ALLSTATE LIFE INSURANCE COMPANY

STATEMENT OF VARIABILITY FOR

Amendatory Endorsement for Required Distribution under Code Section 72(s): LU10935

The form listed above contains texts that are bracketed to denote information that may change or vary. Any change will be for future use only, and applied on a non-discriminatory basis.

- **Officer Signatures and Title:**

Officer signatures and there are bracketed so that we may change them to reflect the current signatures and titles as officers change.

ALLSTATE LIFE INSURANCE COMPANY

STATEMENT OF VARIABILITY FOR Accelerated Payment Liquidity Rider: LU10932

The form listed above contains texts that are bracketed to denote information that may change or vary. Any change will be for future use only, and applied on a non-discriminatory basis.

- [12] Months: In the future, this may range from 3-24 months.
[6%]: This is currently shown as 6%. In the future, the range may be from 0%-15%

Lump sum payment processing period: This is currently shown as 30 days. In the future, the processing period may range from 30-60 days.

- **Officer Signatures and Title:**
Officer signatures and there are bracketed so that we may change them to reflect the current signatures and titles as officers change.

ALLSTATE LIFE INSURANCE COMPANY

STATEMENT OF VARIABILITY FOR: APPLICATION FORMS: FIC291A and FIC291B

The form listed above contains texts that are bracketed to denote information that may change or vary. Any change will be for future use only, and applied on a non-discriminatory basis.

1. **Arizona Fraud Warning:** To allow changes to comply with revisions in applicable state requirements.
2. **Address:** The mailing address is shown on the application; however, it is subject to change over time.
3. **OWNER (disclosure):** The disclosure may be modified or deleted, and we may add new disclosures/instructions/notices, which may later be modified or omitted. Additionally, to allow for changes that will comply with applicable regulatory requirements.

OWNER: To allow for flexibility in the information collected, and make changes to comply with applicable state or federal requirements.
4. **OWNER TYPE:** To allow for owner types to be added or deleted, as we may change the types of owners that may hold legal title to the annuity. All owner types may not be available for all products we offer. Changes made will comply with applicable regulatory requirements.
5. **ANNUITANT (disclosure):** The disclosure may be modified, deleted, or added to. Additionally, this will allow for changes that comply with applicable regulatory requirements.

ANNUITANT: To allow for flexibility in the information collected and to make changes to comply with applicable regulatory requirements.
6. **JOINT ANNUITANT (disclosure):** The disclosure may be modified, deleted, or added to. Additionally, this will allow for changes that comply with applicable regulatory requirements.

JOINT ANNUITANT: To allow for flexibility in the information collected and to make changes to comply with applicable regulatory requirements.
7. **BENEFICIARY (disclosure):** The disclosure may be modified, deleted, or added to. Additionally, this will allow for changes that comply with applicable regulatory requirements.

BENEFICIARY: To allow for flexibility in the information collected, and make changes to comply with applicable regulatory requirements.
8. **CITIZENSHIP:** To allow for flexibility in the information collected, and to make changes that comply with applicable regulatory requirements. The disclosure may be modified or deleted to comply with applicable regulatory requirements.
9. **TAX QUALIFICATION STATUS OF ANNUITY APPLIED FOR:** To allow for flexibility in the information collected and Tax Qualified Plans offered, and make changes to comply with applicable state or federal requirements.
10. **TAX QUALIFICATION STATUS OF PREMIUM SOURCE:** To allow for flexibility in the purchase payment information collected, and make changes to comply with applicable state or federal requirements.
11. **PURCHASE PAYMENT:** To allow for flexibility in the purchase payment information collected, and to make changes to comply with applicable state or federal requirements. We may add, restructure, or delete information as we may cease to offer some of the options in this section.

12. **PAYOUT OPTIONS:** To allow for flexibility in the information collected, and make changes to comply with applicable state or federal requirements. We may add, restructure, or delete information as we may cease to offer some of the options in this section.
13. **REPLACEMENT:** To allow for flexibility in the information collected and to make changes to comply with state or federal requirements. Replacement information will always be on the application as required by state or federal regulators, but may be subject to change based on state or federal requirements.
14. **SIGNATURES:** To allow for flexibility in the owner's certifications and representations and to make changes to reflect internal administrative processes or to comply with applicable state or federal requirements.
15. **AGENT USE ONLY:** To allow for flexibility in the information collected, and to make changes to reflect new internal administrative processes (For example utilizing new commission structures) or to comply with applicable state or federal requirements.
16. **IMPORTANT INFORMATION:** To allow for flexibility to make changes to comply with applicable state or federal requirements.

ALLSTATE LIFE INSURANCE COMPANY

STATEMENT OF VARIABILITY FOR

ANNUITY DATA PAGES: DPA10931 and DPA10936

The form listed above contains texts that are bracketed to denote information that may change or vary. Any change will be for future use only, and applied on a non-discriminatory basis.

- **Customer Information**

All customer specific information is bracketed to accurately reflect the customer's selections.

- **Guaranteed Annuity Payment Liquidity Rider Withdrawal Processing Fee: 0%- 12%**

We are requesting the flexibility to include or delete this rider, as we may cease to offer it at our discretion. The Guaranteed Annuity Payment Liquidity Rider Withdrawal Processing Fee will only be shown on the data page if the Guaranteed Annuity Payment Liquidity Rider is selected by the Contract Owner. The Withdrawal Processing Fee is currently 8%. In the future, the fee may range from 0% - 12% and will be applied on a non-discriminatory basis.

- **Accelerated Payment Liquidity Rider:**

We are requesting the flexibility to include or delete this rider, as we may cease to offer it at our discretion. This optional rider will only be shown on the data page if selected by the Contract Owner.

- **Guaranteed Annuity Payment Liquidity Rider:**

We are requesting the flexibility to include or delete this rider, as we may cease to offer it at our discretion. This optional rider will only be shown on the data page if selected by the Contract Owner.

- **Modified Cash Refund Liquidity Rider:**

We are requesting the flexibility to include or delete this rider, as we may cease to offer it at our discretion. This optional rider will only be shown on the data page if selected by the Contract Owner.

- **Schedule of Annuity Payments:**

We are requesting the flexibility to include, restructure, delete or modify Annuity Payment options and the associated tables, as we may cease to offer some payment options in the future. Within each table, all customer specific information is bracketed to accurately reflect the customer's information. Only the Annuity Payment options selected by the Contract Owner will be shown on the Annuity Data Page. We currently offer the following payment options:

Schedule [1] – Period Certain Annuity; Schedule [2] – Life Annuity; Schedule [3] – Life Annuity with Certain Payments; Schedule [4] – Joint and Survivor Life Annuity; Schedule [5] – Joint and Survivor Life Annuity with Certain Payments; Schedule [6] – Life Annuity with Modified Cash Refund; Schedule [7] – Joint and Survivor Life Annuity with Modified Cash Refund; Schedule 8 – Life Annuity with Installment Refund; Schedule [9] – Joint and Survivor Life Annuity with Installment Refund; Schedule [10] – Joint and Contingent Survivor Life Annuity; Schedule [11] – Joint and Contingent Survivor Life Annuity with Certain Payments.

- **Company Telephone Number:**

The Company's toll free number is bracketed, because this is subject to change over time.

ALLSTATE LIFE INSURANCE COMPANY

STATEMENT OF VARIABILITY FOR

Guaranteed Annuity Payment Liquidity Rider: LU10933

The form listed above contains texts that are bracketed to denote information that may change or vary. Any change will be for future use only, and applied on a non-discriminatory basis.

- The percentage or the specified dollar amount, up to [100%] of the future Guaranteed Annuity Payment to be withdrawn. We are requesting flexibility to maintain a range of 10% - 100%

Minimum withdrawal amount: This currently shown as \$2,500. In the future, the amount may range from \$100 to \$10,000.

Post withdrawal minimum Annuity Payments: This is currently shown as \$100. In the future, the amount may range from \$25-\$500 per each payee or contract.

Lump sum payment processing period: This is currently shown as 30 days. In the future, the processing period may range from 30-60 days.

- **Officer Signatures and Title:**
Officer signatures and there are bracketed so that we may change them to reflect the current signatures and titles as officers change.

ALLSTATE LIFE INSURANCE COMPANY

STATEMENT OF VARIABILITY FOR

Modified Cash Refund Liquidity Rider: LU10934

The form listed above contains texts that are bracketed to denote information that may change or vary. Any change will be for future use only, and applied on a non-discriminatory basis.

- 3rd Anniversary. In the future, this period may range from the 3rd through the 10th anniversary.

Minimum withdrawal amount: This currently shown as \$2,500. In the future, the amount may range from \$100 to \$10,000.

Post withdrawal minimum Annuity Payments: This is currently shown as \$100. In the future, the amount may range from \$25-\$500 per each payee or contract.

[12] Months: In the future, the number of Months may range from 3-24 and will be applied on a non-discriminatory basis

Lump sum payment processing period: This is currently shown as 30 days. In the future, the processing period may range from 30-60 days.

- **Officer Signatures and Title:**

Officer signatures and there are bracketed so that we may change them to reflect the current signatures and titles as officers change.

ALLSTATE LIFE INSURANCE COMPANY

STATEMENT OF VARIABILITY FOR

Single Premium Immediate Annuity Contracts: LU10931 Series and LU10936 Series

The form listed above contains texts that are bracketed to denote information that may change or vary. Any change will be for future use only, and applied on a non-discriminatory basis.

- **Company Address:**
The company's address is bracketed to allow the flexibility to change the address should a change be necessary.
- **Table of content:** The table of content is bracketed should page numbers change due to formatting or systems requirements.
- **Payout Plans:**
We are requesting the flexibility to include, delete or modify Annuity Payout Plans as we may cease to offer some Payout plans in the future.
- **Purchase Payment:**
Currently the limit on maximum Purchase Payment is \$1,000,000 without administrative approval. In the future, the limit may range from \$500,000 - \$10,000,000
- **Officer Signatures and Title:**
Officer signatures and there are bracketed so that we may change them to reflect the current signatures and titles as officers change.